



GOVERNING BOARD

Wednesday, June 24, 2026 2:00 p.m.

Emerald Conference Room

Delta Point, 1st Floor

901 Rancho Lane, Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
June 24, 2026 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, June 24, 2026, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

1. Public Comment.

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address, and please **spell** your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the meeting of the UMC Governing Board held on May 27, 2026. *(Available at University Medical Center, Administrative Office) (For possible action)*

3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the June 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on June 23, 2026; and take action as deemed appropriate. *(For possible action)*
5. Approve the UMC Policies and Procedures Committee's activities of April 1, 2026 and May 6, 2026, including, the recommended creation, revision, and /or retirement of UMC policies and procedures; and take any action deemed appropriate. *(For possible action)*
6. Ratify the Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
7. Ratify the Letter of Agreement with A-G Specialty Insurance, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement and Addendum with Propio LS, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement with Abbott Laboratories Inc., for products that aid heart procedures, including, but not limited to, Amplatzer Amulets and the MitraClip System; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
10. Award the RFP No. 2026-04 for CMAR for UMC Acute Rehab Center to Rafael Construction, Inc. and S R Construction, Inc., a joint venture; authorize the Chief Executive Officer to sign the Contract for CMAR Preconstruction Services, and execute any extension documents and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
11. Award RFI No. 2026-09 Oral and Maxillofacial Surgery Services to multiple providers; authorize the Chief Executive Officer to sign the Professional Services Agreements and execute any extension options; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Review and discuss the Governing Board 2026 Action Plan, to include an educational update from Dr. Shadaba Asad, UMC Medical Director of Infectious Diseases, regarding Hantavirus and Ebola, and UMC's preparation and response; and direct staff accordingly. *(For possible action)*
13. Receive an educational update from Corey McDaniel, UMC's Privacy and Compliance Officer, regarding UMC's HIPAA Privacy Program; and take any action deemed appropriate. *(For possible action)*
14. Receive a report from the Governing Board Clinical Quality and Professional Affairs

- Compensation Committee; and take any action deemed appropriate. *(For possible action)*
15. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
 16. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
 17. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
 18. Receive the monthly financial report for May FY26; and take any action deemed appropriate. *(For possible action)*
 19. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
 20. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

21. Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

SECTION 5: CLOSED SESSION

22. Go into closed session, NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.
23. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities; and direct staff accordingly.

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name, and address and please **spell** your last name for the record.

All comments by speakers should be relevant to the Board's action and jurisdiction.

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

**University Medical Center of Southern Nevada
Governing Board Meeting
May 27, 2026**

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, May 27, 2026
2:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Harry Hagerty, Vice Chair
Donald Mackay, M.D.
Chris Haase
Laura Lopez-Hobbs
John Fildes, M.D.
Mary Lynn Palenik
Bill Noonan

Ex-Officio Members:

Present:

Bobbette Bond, Ex Officio – Non-Voting
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:

Renee Franklin (Excused)
Dr. Sayed Shah, Chief of Staff

Others Present:

Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Shana Tello, Academic and External Affairs Administrator
Amy Runge, UMC Ambulatory Clinical Manager
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Nursing Team

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members participated in an interactive activity focused on mental health and brain health. A list of healthy alternative foods was provided. The board was invited to participate in an exercise of guided imagery for relaxation.

ITEM NO. 1 PUBLIC COMMENT

Chair O'Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers:

None

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board held on meeting held on April 29, 2026. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

A motion was made by Member Hagerty that the minutes be approved as presented. Motion carried by unanimous vote.

ITEM NO. 3 Approval of Agenda (For possible action)

The presentation for Item 13 was tabled, to be presented at a future meeting. Chairman O'Reilly asked that the item remain on the agenda for a brief overview of the subject matter.

FINAL ACTION:

A motion was made by Member Mackay that the agenda be approved as amended. Motion carried by unanimous vote.

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the May 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 26, 2026; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Credentialing

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Second Amendment to the Hospital Services Agreement with Health Direct Partners; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Hospital Services Agreement – Amendment 2 - Redacted
- Disclosure of Ownership

ITEM NO. 6 Receive and authorize the Chief Executive Officer to sign the Amendment Eleven to the Primary Care Physician Participation Agreement with Optum Health Networks, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Primary Care Agreement – Amendment 11 - Redacted
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Customer Orders for Pyxis Products for the Med Station Enterprise System with CareFusion Solutions, LLC; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Customer Orders – Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Rider to Product Supply Agreement with Linde Gas & Equipment Inc., F/K/A Praxair Distribution, Inc., for bulk oxygen and associated delivery services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Rider and Original Supply Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 9 Approve the Chief Executive Officer to sign the Master Agreement with Zimmer Biomet; authorize the Chief Executive Officer to execute

extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Orthogrid Master Agreement
- Disclosure of Ownership

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Master Services Agreement with Commure, Inc. for its AI technology platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Master Services Agreement
- Disclosure of Ownership

ITEM NO. 11 Authorize the Chief Executive Officer to sign the Telemetry Agreement with Philips Healthcare; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- PIC4 MX SES Agreement_ Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 12 Award RFP No. 2025-14 Workers' Compensation Billing and Collection Services to Medical Reimbursements of America, Inc. d/b/a Revecore; authorize the Chief Executive Officer to sign the RFP No. 2025-14 Service Agreement; execute any extension options and amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Service Agreement for Workers' Compensation Billing and Collection Services

FINAL ACTION:

A motion was made by Member Noonan that Consent Items 4-12 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 13 Receive an educational update from Rosemary Brock, CEO of EISC Lab Data Automation, and Jamie Schwartz with Biotech Vegas, regarding the future of biotech in Las Vegas; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

This item was tabled to be presented at a later date.

Shana Tello provided a brief update on Biotech Las Vegas, growth developments in the Las Vegas Medical District, and efforts to advance technology, with a focus on economic development and research in biotech.

FINAL ACTION:

None

ITEM NO. 14 Review and discuss the Governing Board 2026 Action Plan, to include an update from Amy Runge, UMC Ambulatory Clinical Manager for Wellness, regarding UMC Mental Health Awareness initiatives; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Amy Rungy, Ambulatory Clinical Manager for Wellness, and Shana Tello, Academic and External Affairs Administrator, provided an overview on the mental health and employee support initiatives at UMC. May is Mental Health Awareness Month.

One in five adults in the U.S. experiences a mental health condition each year. According to the Mayo Clinic Well Being Index, in 2023, one out of every two healthcare workers reported feeling burned out. The annual cost to U.S. employers from untreated mental health conditions is over \$105 billion, due to absenteeism and turnover.

Leadership at UMC provides multiple tools to support mental health. UMC has launched the following initiatives to support employee mental health. Ms. Runge continued with a review of the key aspects of each initiative, including various program details, participation guidelines, and group activities:

- Employee Assistance Program
- On-site support
- Mindful Mental Health Employee Resource Group
- Wellness and Fitness Resources
- UMC Employee Wellness Hub
- UMC Employee Wellness Committee

Ms. Tello highlighted that UMC is a member of the Nevada Physician Wellness Coalition, which provides services to physicians and residents, including a variety of counseling and support options and faculty development.

Mindful Mental Health ERG is a UMC staff-led community dedicated to destigmatizing mental health, building peer support, and promoting wellness for all employees. Sessions are available to staff, either in person or virtually, on topics such as burnout and compassion, grief and bereavement, nutrition, stress

management, work-life balance, and more. Images of the Wellness Warriors and the resource group were shown.

UMC's shared commitment to educate staff, their families, and the community in order to dismantle the stigma and shame associated with mental health.

Ms. Tello reviewed the following helpful tips to support mental health for employees:

- Take a break from devices and have real conversations,
- Listen without judgment,
- Learn about trauma, stigma, and addiction,
- Volunteer with nonprofits, crisis lines, or community organizations.

Ms. Runge concluded by stating that mental health is a workforce health issue and a patient safety issue. UMC takes meaningful, ongoing steps to support every employee and the program initiatives discussed are pillars of that commitment. UMC will continue to expand and invest in these resources.

There was ongoing discussion regarding the support provided to the hospital's caretakers, including those in the burn unit and pediatrics.

The Board thanked the team for their commitment and support in wellness and mental health.

FINAL ACTION:

None

ITEM NO. 15 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Member Lopez-Hobbs provided a report on the meeting, which was held on Monday, May 11th at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

Next, the committee discussed the FY26 year-to-date turnover and hires report. Voluntary and RN turnover rates continue to meet healthcare benchmarks. Year to date, UMC has hired 371 new employees. First-year turnover is at 15.76% and continues to be a challenge.

The Committee received updates on the IUOE Local 501 CBA Bargaining Update, the M-Plan Succession Planning launch, and the revised Leadership

Bootcamp launch. An update was also provided on the organizational performance goals for the Human Resources committee. Currently, all goals are being met, except for one.

There was one emerging issue discussed, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 16 Receive a report from the Governing Board Audit and Finance Committee; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Hagerty provided a report on the meeting, which were held on Wednesday, May 20, 2026 at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda for the meeting were both approved unanimously as presented.

The Committee reviewed the financial statements for April, which covered factors affecting financial outcomes, comparisons to the budget, operating and key financial indicators, trending statistics, and payor mix.

Next, the Committee received updates regarding the Strata planning and budgeting tool. The new Medicaid MCO program will be submitted to CMS. A follow-up meeting will be scheduled with the county to discuss capital needs.

The business items were reviewed and approved or ratified by the Committee during the meeting. All of the contracts that were approved during the meeting are included in today's consent agenda.

Lastly, the committee discussed preliminary FY2027 performance goals, which will be discussed in more detail at the June meeting.

There were no emerging issues identified, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 17 Receive the monthly financial report from the Chief Financial Officer for the April FY26 financial report; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- April FY26 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for April FY2026.

The key indicators for April showed admissions exceeding budget. ADC was 384, and the average length of stay was 5.39 days. Overall acuity was 1.81, and Medicare CMI was 1.76. Inpatient surgeries were 46 cases above budget, and outpatient surgeries were 111 above budget. There were 14 transplant cases, and there were over 10.7K visits to the ER. The patient conversion rate was 21.43%.

Quick care and primary care volumes were below budget for the month. Telehealth had 349 visits. Orthopedic Clinic saw 3,688 patients. There were 104 deliveries. The CSC volumes were 377 patients. Outpatient infusion clinic volumes were up.

The income statement for the month showed that operating revenue was \$500K below budget and operating expenses were \$826K below budget. EBITDA for the month was \$2.6 million, compared with a budget of \$1.8 million, leaving us \$700K above budget. Year-to-date statistics were reviewed. EBITDA was \$13.9 million above budget year-to-date.

Salaries, wages, and benefits were good for the month. Ms. Wakem commented that staff is doing well managing labor. All other expenses were \$500K over budget.

There were brief discussions about the delay in opening the new 24/7 Quick Care location, the infusion clinic's capacity limit, and the utilization percentages for inpatient and outpatient operating rooms.

FINAL ACTION:

None

ITEM NO. 18 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Dean Netski provided the following updates:

This year, UNLV has added approximately 25 new faculty members with various specialties.

In March, the school had over 7K patient encounters at UMC, as well as 2,200 unique patients, and 2,395 surgical procedures.

Research & Academic Collaboration FY26:

Year over year, the school has increased in grant applications and awards, active clinical trials, and publications. Dean Netski highlighted success in brain health research for better diagnosis of Alzheimer's. A presentation will be scheduled for the board at a future meeting.

Community Engagement and Events:

- Class of 2026 Commencement took place in May.
- 4 Community Health Fairs & 4 Community Coalitions Meetings
- Approximately 100 rural high school students were invited to UNLV for a health education event.

Lastly, UNLV will be meeting with UMC staff to discuss operationalizing the new affiliation agreement.

Member Noonan asked how many students will be starting next year. Dean Netski responded that 56 new students will begin in July.

A brief discussion ensued regarding the total patient encounters throughout the valley.

Chairman O'Reilly asked about the backlog of surgeries and the capacity for doctors to come to UMC. The team is working on initiatives to increase volumes.

Chairman O'Reilly asked about the change to reduce the contract term from 20 years to 5 years. Dean Netski responded that she is not aware of the reason for the change.

FINAL ACTION:

None

ITEM NO. 19 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Tony Marinello, UMC Chief Operating Officer, provided the following CEO updates:

Mr. Marinello reviewed the UMC News brochure, which highlights events across the community.

- UMC and UNLV Academic Affiliation Agreement - Thank you to all involved in completion of the agreement.
- DNV Comprehensive Stroke Survey update – UMC completed a successful survey result.
- Seven-story tower construction begins mid-July and is scheduled to be completed in 2028.
- UMC's First CNA School begins in June with a full class. There will be a total of 28 students.

- 16th Annual Cardiology Symposium – June 6
- Clark County Medical Society Dinner is on June 20
- Images were shown from the 2nd Annual Joint Military Civilian Partnership Summit, Food Truck Extravaganza for Hospital Week, EMS Week Experience, Employee of the Year, and Trauma and Burn Survivors events.

FINAL ACTION:

None

ITEM NO. 20 Review for approval amendment to the Governing Board Bylaws to conform with Chapter 3.74 of the Clark County Code; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Governing Board Bylaws

DISCUSSION:

Susan Pitz, UMC General Counsel, outlined a change to amend the current Governing Board Bylaws to align with the Clark County Ordinance, which amended Chapter 3.74 of the Clark County Code. On May 5th, the Board of Trustees directed staff to amend Clark County Code 3.74 subsection 2, regarding the process for selecting UMC Governing Board members. The code removes the last section, which requires the process to repeat the submission of new candidates if the Governing Board's recommendation is not selected.

Ms. Pitz stated that the change in the Bylaws conforms to the change made in the Ordinance and Clark County Code.

Chairman O'Reilly inquired whether, under this change, the County would be able to select a candidate without conferring with the Board for recommendation. Ms. Pitz stated that the Board would continue to make a recommendation of candidates to the Trustees, but the entire list of qualified candidates would go before the Board of Trustees to select a new member, and the Trustees could choose from all candidates.

Ms. Pitz reiterated that the Governing Board Bylaws must conform with the Ordinance.

Chairman O'Reilly commented on the changes to the Ordinance in recent years, which has changed the structure of the Governing Board Bylaws and the delegation of authority.

FINAL ACTION:

A motion was made by Member Lopez-Hobbs to approve the amendment to the Governing Board Bylaws. Motion carried by unanimous vote.

SECTION 4: EMERGING ISSUES

ITEM NO. 21 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)

DISCUSSION:

Member Hagerty requested that meeting materials for the board and committee meeting be completed no later than 24 hours prior to the meeting.

Update regarding UMC's preparedness and the community impact of viruses such as Ebola and Hantavirus.

Quarterly update from the MIT Committee regarding cost savings initiatives.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for:

Speakers: None

A motion was made by Member Lopez-Hobbs that the Board go into the closed session.

FINAL ACTION TAKEN:

At this time, Member Lopez-Hobbs moved to go into the closed session, pursuant to NRS 450.140(3), as outlined in the agenda. The motion was carried by unanimous vote.

At 3:24 p.m., the Board recessed to go into closed session.

The meeting was reconvened in closed session at 3:29 p.m.

SECTION 5: CLOSED SESSIONS

ITEM NO. 22 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

FINAL ACTION:

At the hour of 4:15 p.m., the closed session on the above topic ended and the meeting was adjourned.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the June 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on June 23, 2026; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly.

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the June 18, 2026 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the June 23, 2026 meeting.

Cleared for Agenda
June 24, 2026

Agenda Item #

4

Date: June 24, 2026
 To: Governing Board
 From: Credentials Committee
 Subject: June 18, 2026 Credentialing Activities

NEW BUSINESS:

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Barringer	Benjamin	M.D.	06/24/2026 - 05/31/2028	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	UMC Emergency Medicine	Initial FPPE Membership and Privileges
2	Cabatingan	Lara	APRN	06/24/2026 - 11/30/2027	Medicine/Infectious Disease	Academic Infectious Disease Physicians	APP Initial FPPE Membership and Privileges
3	Calderon	Pauline	APRN	06/24/2026 - 05/31/2028	Family Medicine	Farzin Farhangnejad MD PC	APP Initial FPPE Membership and Privileges
4	Chambers	John Richard	M.D.	06/24/2026 - 06/30/2027	Family Medicine	Platinum Hospitalists	APP Initial FPPE Membership and Privileges
5	Cana	Jhoanne	M.D.	06/24/2026 - 11/30/2027	Pediatric/Pediatric Critical Care	Las Vegas Pediatric Critical Care Associates	Initial FPPE Membership and Privileges
6	Chung	Jessica	D.O.	06/24/2026 - 10/31/2027	Medicine/Internal Medicine	UNLV Health	Initial FPPE Membership and Privileges
7	Coon	Sylvia	P.A.C	06/24/2026 - 12/31/2027	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
8	Corbett	Ryan	M.D.	06/24/2026 - 07/31/2027	Emergency Medicine/Adult Emergency Medicine/Trauma	UMC Emergency Medicine	Initial FPPE Membership and Privileges

					Emergency Medicine		
9	Driskill	Beverly	APRN	06/24/2026 - 06/30/2027	Medicine/Psychiatry	Desert Psychiatry	APP Initial FPPE Membership and Privileges
10	Dusseault	Kate	D.O.	06/24/2026 - 06/30/2027	Family Medicine	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
11	Hansen	Dallas	M.D.	06/24/2026 - 05/31/2028	General Surgery/Trauma Surgery	UNLV Surgery	Initial FPPE Membership and Privileges
12	Huynh	Kovin	D.O.	06/24/2026 - 02/28/2028	Medicine/Internal Medicine	Platinum Hospitalists	Initial FPPE Membership and Privileges
13	Kaminsky	Matthew	M.D.	06/24/2026 - 09/30/2027	Trauma/Surgery Critical Care/General Surgery	UNLV Health	Initial FPPE Membership and Privileges
14	Loayza	Jose	M.D.	06/24/2026 - 04/30/2028	Medicine/Internal Medicine	UNLV Health	Initial FPPE Membership and Privileges
15	Montagne	William	M.D.	06/24/2026 - 04/30/2028	Surgery/Otolaryngol ogy	UNLV Health	Initial FPPE Membership and Privileges
16	Pitotti	Christopher	M.D.	6/24/2026 - 06/30/2027	Emergency Medicine	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
17	Richards	Evan	M.D.	06/24/2026 - 07/31/2027	Anesthesiology/Trau ma Anesthesiology	UMC Anesthesia	Initial FPPE Membership and Privileges
18	Rivera	Kenneth	P.A.C	06/24/2026 - 12/31/2027	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
19	Ruiz	Mellissa	P.A.C	06/24/2026 - 12/31/2027	Orthopaedic Surgery	Mike O'Callaghan	MILITARY ROTATOR

						Military Medical Center	
20	Salazar	Aaron	D.O.	06/24/2026 - 06/30/2027	Family Medicine	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
21	Sederberg	Matthew	D.O.	06/24/2026 - 06/30/2027	Medicine/Internal Medicine	UMC Hospitalists	Initial FPPE Membership and Privileges
22	Shropshire	Chase	M.D.	06/24/2026 - 05/31/2028	Radiology	UMC Radiology	Initial FPPE Membership and Privileges
23	Ton	Ryan	D.O.	06/24/2026 - 03/31/2028	Medicine/Internal Medicine	UMC Hospitalists	Initial FPPE Membership and Privileges
24	Updike	Steve	D.O.	06/24/2026 - 06/30/2027	Emergency Medicine	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
25	Watson	Nicole	P.A.C	06/24/2026 - 12/31/2027	Emergency Medicine/Adult Emergency Medicine	UMC Emergency Medicine	APP Initial FPPE Privileges

B. INITIALS – RADIOLOGY (DELEGATED)

1	Arnow	Jonathan	M.D.	06/24/2026 - 05/07/2028	Radiology/Tele radiology	Initial FPPE Membership and Privileges
2	Barker	Chad	M.D.	06/24/2026 - 06/27/2028	Radiology/Tele radiology	Initial FPPE Membership and Privileges
3	Benner	Aaron	M.D.	06/24/2026 - 04/24/2028	Radiology/Teleradiology	Initial FPPE Membership and Privileges
4	Black	Steven	M.D.	06/24/2026 - 08/22/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
5	Bodne	David	M.D.	06/24/2026 - 08/14/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
6	Britt	Peter	M.D.	06/24/2026 - 11/01/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
7	Casper	David	M.D.	06/24/2026 - 11/14/2026	Radiology/Teleradiology	Initial FPPE Membership and Privileges
8	Ciccarelli	Andrew	M.D.	06/24/2026 - 07/31/2026	Radiology/Teleradiology	Initial FPPE Membership and Privileges

9	Earls	James	M.D.	06/24/2026 - 03/27/2028	Radiology/Teleradiology	Initial FPPE Membership and Privileges
10	Gopal	Akilan	M.D.	06/24/2026 - 09/04/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
11	Harvin	Alexander	M.D.	06/24/2026 - 09/12/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
12	Howard	Benjamin	D.O.	06/24/2026 - 08/02/2026	Radiology/Teleradiology	Initial FPPE Membership and Privileges
13	Kani	Kimia	M.D.	06/24/2026 - 09/24/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
14	Kim	Joon	M.D.	06/24/2026 - 02/19/2028	Radiology/Teleradiology	Initial FPPE Membership and Privileges
15	Landis	Michael	M.D.	06/24/2026 - 09/04/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
16	Landis	Ian	M.D.	06/24/2026 - 01/16/2029	Radiology/Teleradiology	Initial FPPE Membership and Privileges
17	Lewis	Trevor	M.D.	06/24/2026 - 04/14/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
18	Lopez	Juan	M.D.	06/24/2026 - 09/09/2026	Radiology/Teleradiology	Initial FPPE Membership and Privileges
19	Murphy	Michael	M.D.	06/24/2026 - 10/29/2026	Radiology/Teleradiology	Initial FPPE Membership and Privileges
20	Nelson	Rachel	M.D.	06/24/2026 - 06/14/2028	Radiology/Teleradiology	Initial FPPE Membership and Privileges
21	Quraishi	Mohammed	M.D.	06/24/2026 - 07/15/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
22	Rowe	Anthony	M.D.	06/24/2026 - 10/08/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
23	Shoujaa	Adham	M.D.	06/24/2026 - 03/13/2028	Radiology/Teleradiology	Initial FPPE Membership and Privileges
24	Shumberger	Casey	M.D.	06/24/2026 - 12/12/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
25	Snyder	Randall	M.D.	06/24/2026 - 10/01/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
26	Stella	Michael	M.D.	06/24/2026 - 03/31/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
27	Suchecky	Bryan	M.D.	06/24/2026 - 12/15/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
28	Welte	Frank	M.D.	06/24/2026 - 04/14/2028	Radiology/Teleradiology	Initial FPPE Membership and Privileges
29	Winton	Jesse	M.D.	06/24/2026 - 10/13/2027	Radiology/Teleradiology	Initial FPPE Membership and Privileges
30	Zhu	Brian	M.D.	06/24/2026 - 01/29/2029	Radiology/Teleradiology	Initial FPPE Membership and Privileges

C. REAPPOINTMENTS TO STAFF

1	Alcazar	Steve	M.D.	08/01/2026-07/31/2028	Medicine/Psychiatry	Affiliate Membership and Privileges	UNLV Health
2	Alikozai	Farzad	D.O.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
3	Archer	Valerie	APRN	08/01/2026-07/31/2027	Medicine/Psychiatry	APP Independent Membership and Privileges	Desert Psychiatry
4	Bindrup	James	D.O.	08/01/2026-07/31/2028	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	UMC Emergency Medicine
5	Blood	Sara	APRN	08/01/2026-07/31/2027	Radiology	APP Independent Membership and Privileges	UMC Radiology
6	Bowers	John	M.D.	08/01/2026-07/31/2028	Medicine/Cardiology	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	Nevada Heart & Vascular Center
7	Brian	Rosalie	APRN	08/01/2026-07/31/2028	Medicine/Nephrology	APP Independent Membership and Privileges	Kidney Specialists of Southern Nevada
8	Buendia	Stephanie	APRN	08/01/2026-07/31/2028	Medicine/Hematology/Oncology	APP Independent Membership and Privileges	Integrative Cancer Care of Nevada
9	Carin	Mario	M.D.	08/01/2026-07/31/2028	Pediatrics	REFER AND FOLLOW	Milestones Pediatrics
10	Danish	Charles	D.O.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
11	Desoasido	Anthony	D.O.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
12	Fitzpatrick	Eric	CRNA	08/01/2026-07/31/2028	Anesthesiology	APP Dependent Privileges	UMC Anesthesia

13	Garlapati	Badri	M.D.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	Intermountain Healthcare
14	Hanif	Badrunnisa	M.D.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	UNLV Health
15	Hernandez	Juliana	PAC	08/01/2026-07/31/2028	Neurosurgery	APP Dependent Privileges	The Spine and Brain Institute
16	Hone	Allison	APRN	08/01/2026-07/31/2028	Medicine/Hematology/Oncology	APP Dependent Privileges	Integrative Cancer Care of Nevada
17	Kamyar	Manijeh	M.D.	08/01/2026-07/31/2028	Obstetrics and Gynecology	Affiliate Membership and Privileges	High Risk Pregnancy Center
18	Kang	Eugene	M.D.	08/01/2026-07/31/2028	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	UMC Emergency Medicine
19	Kempton	Edward	M.D.	08/01/2026-07/31/2028	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	UMC Emergency Medicine
20	Khan	Kamran	D.O.	08/01/2026-07/31/2028	Family Medicine	Affiliate Membership and Privileges	Reliant Physicians
21	Kohn	Noah	M.D.	08/01/2026-07/31/2028	Pediatrics	Active Membership and Privileges	UMC Pediatric Hospitalists
22	Kravetz	Kyle	M.D.	08/01/2026-07/31/2028	Anesthesiology/Trauma Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia
23	Kumar	Shivesh	M.D.	08/01/2026-07/31/2028	Family Medicine/Family Medicine	Affiliate Membership and Privileges	Reliant Physicians
24	Lingegowda	Vijaykumar	M.D.	08/01/2026-07/31/2028	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC
25	Liu	Zheng	M.D.	08/01/2026-07/31/2028	Ambulatory Care/Quick Care	Affiliate Membership and Privileges	UMC-Summerlin Quick Care

26	Luperte	Estherlaida	M.D.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
27	Makil	David	M.D.	08/01/2026-07/31/2028	Medicine/Nephrology	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	NKDHC PLLC
28	Meserole	Gerlie	APRN	08/01/2026-07/31/2028	Ambulatory Care/Primary Care	APP Dependent Membership and Privileges	UMC-Nellis Primary Care
29	Mobini	Narciss	M.D.	08/01/2026-07/31/2027	Pathology	Affiliate Membership and Privileges	Associated Pathologists, Chartered
30	Modi	Kush	M.D.	08/01/2026-07/31/2028	Medicine/Critical Care Pulmonary	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	UNLV Medicine
31	Mohsin	Qazi	D.O.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care
32	Palisoc	Quelyn Gayle	APRN	08/01/2026-07/31/2028	Ambulatory Care/Primary Care	APP Active Independent Membership and Privileges	UMC-Spring Valley Primary Care
33	Paredes-Hani	Pedro	M.D.	08/01/2026-07/31/2028	Medicine/Critical Care Pulmonary	Active Membership and Privileges	Pedro P. Hani, MD PC
34	Patel	Ketan	M.D.	08/01/2026-07/31/2028	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	UMC Emergency Medicine
35	Pearce	Rexford	M.D.	08/01/2026-07/31/2028	Anesthesiology & Trauma Anesthesia	Affiliate Membership and Privileges	Office of Military Medicine
36	Quadeer	Arshi	M.D.	08/01/2026-07/31/2028	Medicine/Nephrology	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	NKDHC PLLC

37	Raja	Asima	M.D.	08/01/2026-07/31/2028	Medicine/Nephrology	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	Kidney Specialists of Southern Nevada
38	Reed	Kenneth	D.M.D.	08/01/2026-07/31/2027	Anesthesiology/Dental Anesthesiology	Affiliate Membership and Privileges	Kenneth L. Reed, DMD
39	Reyes	Marie Carol	APRN	08/01/2026-07/31/2028	Ambulatory Care/Quick Care	APP Independent Membership and Privileges	UMC-Sunset Quick Care
40	Romero	Arthur	M.D.	08/01/2026-07/31/2028	Medicine/Critical Care Pulmonary	Active Membership and Privileges	UNLV Medicine
41	Rosendo	Charity	APRN	08/01/2026-07/31/2028	Ambulatory Care/Quick Care	APP Independent Membership and Privileges	UMC Online Care
42	Ryu	Jeffrey	M.D.	08/01/2026-07/31/2028	Medicine/Nephrology	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	NKDHC PLLC
43	Shaposhnikov	Yakov	M.D.	08/01/2026-07/31/2028	Medicine/Gastroenterology	Affiliate Membership and Privileges	Gastrointestinal and Liver Disease
44	Singh	Ram	M.D.	08/01/2026-07/31/2028	Medicine/Cardiology	Affiliate Membership and Privileges	Advanced Heart & Vascular Specialists
45	Soriano	Sofronio	M.D.	08/01/2026-07/31/2028	Medicine/Physical Medicine/Rehabilitation	Affiliate Membership and Privileges	Sofronio Soriano, MD PC
46	Sirtos	Nicola	M.D.	08/01/2026-07/31/2027	Obstetrics and Gynecology/Gynecology Oncology	Affiliate Initial FPPE Membership and Privileges	Women's Cancer Center
47	Tamayo	Raoul	M.D.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Active Membership and Privileges	UMC Hospitalists
48	Taylor	Ronald	M.D.	08/01/2026-07/31/2028	Ambulatory Care/Quick Care	Active Membership and Privileges	UMC-Summerlin Quick Care

49	Torgerson	Erica	CRNA	08/01/2026-07/31/2028	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
50	Villalobos	Maria	APRN	08/01/2026-07/31/2027	Ambulatory Care	APP Independent Membership and Privileges	UMC Liver Care Center
51	Viray	Mark	APRN	08/01/2026-07/31/2027	Surgery/Urology	APP Independent Membership and Privileges	Las Vegas Urology
52	Walden	Michael	M.D.	08/01/2026-07/31/2027	Radiology	Affiliate Membership and Privileges	UMC Radiology
53	Waldman	Jason	M.D.	08/01/2026-07/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
54	Ward	Brian	M.D.	08/01/2026-07/31/2028	Surgery/General Surgery	Active Membership and Privileges	UNLV Surgery
55	Wirjo	Jonathan	D.O.	08/01/2026-07/31/2028	Medicine/Psychiatry	Affiliate Membership and Privileges	UNLV Medicine
56	Wold	Stephen	M.D.	08/01/2026-07/31/2028	Obstetrics and Gynecology/MFM	Affiliate Membership and Privileges	High Risk Pregnancy Center

D. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Alcazar	Steve	M.D.	08/01/2026-07/31/2028	Medicine/Psychiatry	New Department: - Pediatrics New Privilege: - Child and Adolescent Psychiatry (Peds DOP) Withdraw Privilege: - Refer and follow
2	Archer	Valerie	APRN	08/01/2026-07/31/2027	Medicine/Psychiatry	Withdraw Privilege: - Pediatric Patients
3	Blood	Sara	APRN	08/01/2026-07/31/2027	Radiology	New Privilege: - Pediatric Patients Withdraw Privileges: - Perform venipuncture - Interpret electrocardiogram tracing - all 18 privileges under APP Interventional Radiology Special Privileges

4	Bowers	John	M.D.	08/01/2026-07/31/2028	Medicine/Cardiology	New Privileges: - Peripheral Angiography and Intervention - Peripheral Atherectomy - Peripheral Endovascular Stent Placement & Peripheral Angioplasty - Percutaneous Coronary Artherectomy Withdraw Privilege: - PTA Percutaneous Transluminal Angioplasty/stent Placement.
5	Brian	Rosalie	APRN	08/01/2026-07/31/2028	Medicine/Nephrology	Withdraw Privilege: - Pediatric Patients
6	Buendia	Stephanie	APRN	08/01/2026-07/31/2028	Medicine/Hematology/Oncology	Withdraw Privilege: - Hospice and Palliative Care
7	Fitzpatrick	Eric	CRNA	08/01/2026-07/31/2028	Anesthesiology	Withdraw Privilege: - Central Line
8	Hone	Allison	APRN	08/01/2026-07/31/2028	Medicine/Hematology/Oncology	Withdraw Privilege: - Ability to work up, diagnose and provision of treatment or consultative services to patients presenting with illness and disorders of the blood-forming tissues.
9	Kamyar	Manijeh	M.D.	08/01/2026-07/31/2028	Obstetrics and Gynecology	New Privileges: (MFM) - Performance of history and physical exam - Ultrasound examination, including first -; - Amnioreduction - Fetal assessment Genetic amniocentesis - Transvaginal cervical cerclage Withdraw Privileges: - CATEGORY III Obstetric - Abdominal: - Fetal Thoracentesis - Intrauterine Transfusion - PUBS Percutaneous Umbilical Blood Sampling - Fetal Echocardiogram - Doppler Flow Studies (such as color mapping)

10	Kohn	Noah	M.D.	08/01/2026-07/31/2028	Pediatrics	New Privilege: - Pediatric Hospital Medicine
11	Meserole	Gerlie	APRN	08/01/2026-07/31/2028	Ambulatory Care/Primary Care	New Privilege: - Apply and remove orthopaedic splints, casts, and traction.
12	Walden	Michael	M.D.	08/01/2026-07/31/2027	Radiology/Diagnostic Radiology	New Privilege: - Routine Interpretation Effective 7/1/26 Tele-Radiology Provider Only Withdraw Privilege: - Moderate Sedation

E. MODIFICATION OF PRIVILEGES

1	Angotti	Lisa	M.D.	Surgery/General Surgery/Trauma Surgery/Trauma Critical Care	Modification of Privilege - Withdraw Privilege: Management of Intracranial Pressure Monitoring (Trauma Critical Care)
2	Burke	Jocelyn	M.D.	Surgery/General Surgery	Modification of Privilege - Withdraw Privilege: - Telemedicine
3	Mody	Pooja	D.O.	Surgery/General Surgery	Modification of Privilege - New Privilege: Ambulatory Medicine (Outpatient Services Only)
4	Mowen	Steven	M.D.	Emergency Medicine/Adult Emergency Medicine	Modification of Privilege - New Department: - Medicine/Internal Medicine New Privileges: - Internal Medicine - Critical Care Pulmonary - Deep Sedation - Moderate Sedation - Cardioversion-Emergent (Electrical and Pharmaceutical) - Lumbar Puncture - Thoracentesis - Tube Thoracostomy
5	Quezada	Yarini	M.D.	OB GYN	Modification of Privilege - Withdraw Privileges: - Hysterectomies - Simple: Vaginal and Abdominal - Vaginectomies - Vulvectomies - Repairs of Vesicovaginal Fistulas with: - Primary Closure - Secondary Closures Using

					Interposition of Autologous Tissue(s) such as Omentum and Bulbocavernosus Muscle - Cystomies - Cystoscopies - Acute Intraoperative Bleeding - Injuries to Bladder, Ureters, Vessels, Nerves, Bowel and any other intra-abdominal organ
6	Williams	Jon	M.D.	Surgery/General Surgery	Modification of Privileges - New Privilege: - Ambulatory Medicine (Outpatient Services Only)

F. EXTENSION OF INITIAL FPPE

1	Lorentz	Catherine	APRN	Surgery / General Surgery	Extend Initial FPPE Privileges through December 2026 due to not being able to provide cases.
2	McGahan	Kristina	APRN	Obstetrics and Gynecology	Extend Initial FPPE Privileges through December 2026 due to not being able to provide cases.
3	Nguyen	Andrew	D.O	Radiology	Extend Initial FPPE Privileges through December 2026 due to not being able to provide cases.
4	Strauss	Brian	M.D.	Pathology	Extend Initial FPPE Privileges through December 2026 due to not being able to provide cases.

G. STATUS CHANGE: INITIAL FPPE

1	Attia	Mohamed	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
2	Burns-Benggon	Jennifer	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
3	Burton	Shakira	M.D.	Trauma/Surgery Critical Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
4	Foord	Aimee	D.O.	Pediatric Hem/Onc	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
5	Griffith	Gillian	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE

6	Ha	Edward	CRNA	Anesthesiology	Change in Staff Status - Release from APP Initial FPPE to APP Dependent Privileges - Completion of FPPE
7	Jahangir	Khawaja	M.D.	Medicine/Hematology-Oncology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
8	Lasky	Joseph	M.D.	Pediatric Hem/Onc	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
9	Nunley	Sunjay	M.D.	Pediatric Telenuerology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
10	Osborn	Corey	PAC	Emergency Medicine	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE (Military Rotator)
11	Petersen	Kevin	D.O	Trauma/Surgery Critical Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
12	Polisetty	Sudheer	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
13	Rodriguez North	Lorena	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
14	Singh	Amarjit	M.D.	Family Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
15	Staton	Michael	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE

H. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGE

1	Dychioco	Laraine	CRNA	Anesthesiology	Completion of FPPE - New Privileges: Central Line // Arterial Line // Regional and Neuraxial Anesthesia
2	Medina-Garcia	Luis	M.D.	Medicine/Infectious Disease	Completion of FPPE - New Privilege: Infectious Disease.

I. LEAVE OF ABSENCE - REQUEST

1	Kinsey	Taylor	M.D.	Anesthesiology	Mike O'Callaghan Military Medical Center	Request for Leave of Absence - Military Assignment (06.24.2026-06.24.2027)
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J. LEAVE OF ABSENCE - RETURN

1	Massey II	Bentley	M.D.	Surgery/General Surgery	UNLV Health	Return from LOA - Affiliate on Leave of Absence to <u>Affiliate with Membership and Privileges</u>
2	Pinette	William	M.D.	General Surgery	UMC Military	Return from LOA - Affiliate on Leave of Absence to <u>Affiliate with Membership and Privileges</u>
3	Selzer	Jordan	M.D.	Emergency Medicine/Adult Emergency Medicine Trauma/Emergency Medicine	Mike O'Callaghan Military Medical Center	Return from LOA - Affiliate on Leave of Absence to <u>Affiliate with Membership and Privileges</u>

K. RESIGNATIONS

1	Bergin	Samuel	M.D.	Emergency Medicine/Adult Emergency Medicine	Office of Military Medicine	Voluntary Resignation
2	Cade	Jerry	M.D.	Family Medicine	Lambada-Cade Health Care	Voluntary Resignation
3	Freedman	Colin	M.D.	Medicine/Psychiatry	UNLV Health	Voluntary Resignation
4	Freilich	Adam	D.O.	Anesthesiology	Freilich Oasis Anesthesia, PLLC	Voluntary Resignation
5	Geeb	Ute	M.D.	Internal Medicine	UMC-Summerlin Primary Care	Voluntary Resignation
6	Gish	Robert	M.D.	Medicine/Transplant Hepatology	Robert G. Gish consultants LLC	Voluntary Resignation
7	Gonwa	Mark	M.D.	Diagnostic Radiology	Medicus Healthcare Solutions	Voluntary Resignation
8	Luh	Eddy	M.D.	Surgery/Vascular Surgery	Vegas Vascular Specialists	Voluntary Resignation
9	Makarewicz	Edward	M.D.	Medicine	Preeminent Healthcare	Voluntary Resignation

10	McGee	Erica	M.D.	Emergency Medicine/Adult Emergency Medicine	UMC Emergency Medicine	Voluntary Resignation
11	McKinney	Brandon	D.O.	Orthopaedic Surgery/Hand	Mike O'Callaghan Military Medical Center	voluntary Resignation
12	Miller	Pauline	M.D.	Medicine/Internal Medicine	Pioneer Healthcare LLC	Voluntary Resignation
13	Newman	Lawrence	M.D.	Surgery/Urology	Las Vegas Urology	Voluntary Resignation
14	Pennington	Donald	D.O.	Orthopaedic Surgery	Orthopedics & Sports Medicine	Voluntary Resignation
15	Rosario	Rommel	M.D.	Anesthesiology	OptumCare Anesthesia	Voluntary Resignation
16	Schreiner	Matthew	M.D.	Surgery/General Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
17	Shenoy	Kartik	M.D.	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
18	Wierman	Ann	M.D.	Medicine/Hemat ology/Oncology	Ann M. Wierman MD	Voluntary Resignation

L. ADJOURNMENT

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the UMC Governing Board approve the UMC Policies and Procedures Committee’s activities of April 1, 2026 and May 6, 2026, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board shall approve the April 1, 2026 and May 6, 2026, including the recommended creation, revision, and/or retirement of UMC policies and procedures.

Cleared for Agenda
June 24, 2026

Agenda Item #

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April 1, 2026 Hospital Policy / Procedure Committee

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

Total of 22 Approved, 2 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Metrasens Screening (Ferrous Metal Detector)</u>	New	Approved as Submitted	New Policy. Vetted by Public Safety, Risk Management, EOC Committee, WPV Committee.
<u>Person & Property Searches</u>	Revised	Approved as Submitted	Included verbiage: "NOTE: Similar processes also apply to behavioral health check-ins at the Trauma Resus and Pediatric Emergency Room departments with slight variations due to department layout." to show process is applicable to Trauma Resus and Peds ER. Vetted by Public Safety, WPV Committee and Critical Care Leadership.
<u>Management of Patient Property and Valuables</u>	Revised	Approved as Submitted	Update to "Policy" noting that bloodied, soiled clothing will be disposed of instead of storing until PT discharge. Minor changes to verbiage throughout the policy to assist with flow and clarity.
<u>Post Anesthesia Care Unit (PACU) Discharge Criteria</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PACU Manager, ACNO, Anesthesia Medical Director and Surgical Services Medical Director.
<u>Medical & Dental Staff Peer Review Policy</u>	Revised	Approved as Submitted	Updated PIC compositions to a minimum of 16 voting members, added three members-at-large, Pathology by consultation exception, and language allowing the Chief of Staff, in collaboration with department Chiefs, to appoint additional members based on workload or case volume. Revised to allow second review as designee PIC voting member for Appropriate Care ratings. Removed "Exemplary Care" rating to align with current practice. Updated references, vetted by Quality/Safety/Regulatory Officer; PI Program Manager; PIC Committee.
<u>Copy Fees for Patient Records</u>	Revised	Approved as Submitted	Updated Manual designation from Compliance and Privacy to Privacy. Updated Purpose section to include federal HIPAA and Nevada law. Reorganized and elaborated on existing policy language to improve clarity, readability, and flow without changing substantive requirements. Updated ROI roles, regulatory references, and policy formatting; no material

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			change to compliance obligations. Referenced law were checked. Policy was vetted by HIM leadership and Privacy Officer.
<u>Requests for Restrictions on Use or Disclosure of PHI</u>	Revised	Approved as Submitted	Scheduled review. Manual changed from Compliance and Privacy to just Privacy. Non-substantive edits made to improve language clarity, structure, and alignment with current policy formatting standards. No changes to policy scope, requirements, or operational practices. Reviewed and approved by the Privacy Officer and the HIM department leadership.
<u>CRRT: Nursing Management of the Patient</u>	Revised	Approved as Submitted	Verbiage added in Policy E, #3,4,5, References updated to AACN 8th edition, Oct 2023. Vetted by Critical Care Directors and Managers and ACNO.
<u>Prone Positioning-Adult</u>	Revised	Approved with Revisions	New verbiage added to scope and purpose of the policy. Deleted physician order language in 1.c and supine to minimum of 4 hours. Vetted by Critical Care Directors and Managers and ACNO.
<u>Trials and Evaluations</u>	Revised	Approved as Submitted	Enhanced to emphasize contract compliance and vendor accountability. Adds CMS billing requirements for trial and no-cost devices to ensure consistent patient charging, proper coding, and regulatory compliance. Vetted by Supply Chain Services Director and CFO.
<u>Modified Infant Bathing for Fractured Humerus or Shoulder Dystocia</u>	Revised	Approved with Revisions	Updated from a policy to a guideline. Vetted by Rehab Services Director and ACNO.
<u>Orthopaedic Surgery Contingency Plan</u>	Revised	Approved with Revisions	Updated from a guideline to a policy. Vetted by Trauma Program Manager, Director Critical Care Services and ACNO.
<u>Cardiovascular Surgery Contingency Plan</u>	Revised	Approved as Submitted	Reviewed for compliance with ACS verification requirements. Vetted by stakeholders, Trauma Program Manager, Director Critical Care Services and ACNO.
<u>Trauma Response Team – Respiratory Therapy</u>	Revised	Approved as Submitted	Added "Venous Blood Gasses (VBGs)" to 4th bullet point. Vetted by Trauma Program Manager, Director Critical Care Services and ACNO.
<u>Trauma Team – Intermediate Activation</u>	Revised	Approved as Submitted	Added "Seatbelt sign in pediatric patients <15 years old." Vetted by key stakeholders, including Trauma Surgery, Adult EM, and Pediatric EM. Vetted by Trauma Program

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Manager, Director Critical Care Services and ACNO.
<u>Occupational Safety and Health (OSH) Policy</u>	Revised	Approved as Submitted	Updated punctuation and grammar. Replaced the Joint Commission with Det Norske Veritas (DNV) and Physical Environment. Vetted by Hospital Safety Program Manager.
<u>2026 Utility Systems Management Plan</u>	Revised	Approved as Submitted	Minor changes. Reviewed and approved by the EOC Committee.
<u>2026 Hazardous Materials and Waste Management Plan</u>	Revised	Approved as Submitted	Minor changes. Reviewed and approved by EOC Committee.
<u>2026 Safety Management Plan</u>	Revised	Approved as Submitted	Minor changes. Reviewed and approved by EOC Committee.
<u>2025 Safety Management Plan Evaluation</u>	Revised	Approved as Submitted	Minor changes. Reviewed and approved by EOC Committee.
<u>2026 Medical Equipment Management Plan</u>	Revised	Approved with Revisions	Minor changes to formatting and verbiage. Removed JC references and removed "annually" under Staff responsibilities for equipment training. Vetted by Director of Clinical Engineering.
<u>2026 Emergency Preparedness Management Plan</u>	Revised	Approved as Submitted	Updated Plan to reflect 2025 DNV Standards. Vetted by Emergency Preparedness Coordinator.

May 6, 2026 Hospital Policy / Procedure Committee

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

Total of 49 Approved, 1 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Code White Pathway for Adult ED and Inpatients</u>	Revised	Approved as Submitted	Updated "saturation ≥ 94%" to "saturation > 94%". Vetted by Cardiology Program Coordinator and Stroke Program Coordinator.
<u>Patient Refusal of Medical Care; Leaving Against Medical Advice (AMA)</u>	Revised	Approved as Submitted	Scheduled review. No changes. Vetted by CQPS.
<u>Adult Code Blue, Emergency Response</u>	Revised	Approved as Submitted	Scheduled review, Updated definitions. Removed MERT process in policy section, Code team: updated physician role, updated notes section, updated airway management, updated disposition, updated references. Vetted by Response Team Supervisor, Critical Care Director and ACNO.
<u>Fresenius - Hemodialysis Policies for Contracted Services – Memo</u>	Revised	Approved as Submitted	Updated 2026 memo. Vetted by Surgical Services Director, Critical Care Director and ACNO.
<u>Linkage to Care (Wellness)</u>	New	Approved as Submitted	New policy. Vetted by Amy Runge, Sharon Brown Warren, Isabel Muller, Dr. Asad.
<u>Epic EMP (account) Record Activation</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by EHR Services Director and Executive Director of IT.
<u>Physician-Owned Distributorship (POD)</u>	Revised	Approved as Submitted	Removed the reference to Medical Staff Services Conflict of Interest Policy (MSS-361). The policy was retired. It was replaced in the policy with the Vendor Relations and Conflicts of Interest policy. Removed the reference to Contracting department and Director of Contracts Management and replaced with the Legal department. Currently contracting is a function of the Legal department and not a separate department. Vetted by Compliance Officer.
<u>Facilitated Tours & Visitors Safeguards</u>	Revised	Approved as Submitted	Scheduled review. Manual changed from Compliance and Privacy to just Privacy. Non-substantive edits made to improve language clarity, structure, and alignment with current policy formatting standards. No changes to policy scope, requirements, or operational

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			practices. Reviewed and approved by Patient Experience and Privacy Officer.
<u>Use and Disclosure of PHI for Payment & Healthcare Operations</u>	Revised	Approved as Submitted	Scheduled Review. Manual changed from Compliance/Privacy to Privacy. Non-substantive revisions made for clarity, readability, and consistency, including minor wording edits and removal of regulatory cross-references. No change to policy intent or requirements. Vetted by Privacy Officer.
<u>Photography, Recordings and Mobile Device Use</u>	Revised	Approved as Submitted	Reorganized and refined policy language for clarity, consistency, and flow without altering substantive requirements. Added a new section addressing Patient-Requested Photography and Recordings Without a HIPAA Authorization to distinguish patient-directed activities from authorization-based uses. Added provisions addressing Perinatal Unit and NICU newborn and bereavement memorialization to establish clear, HIPAA-compliant parameters for this limited, patient-requested activity. Vetted by Privacy Officer.
<u>Vendor Access Roles and Responsibilities</u>	Revised	Approved as Submitted	Expanded vendor and non-vendor access categories, added Urgent Same-Day Access Protocol, clarified OPO and nonemployee access classifications, and added Appendix A – Nonemployee access matrix and Appendix B – Access Decision Flowchart for operational guidance. Vetted by Supply Chain Services Director and CFO.
<u>Disposition of UMC Property</u>	Revised	Approved as Submitted	Clarified departmental responsibilities, defined separation of asset management vs. waste handling, and aligned with current regulatory and operational standards. Vetted by Director of Supply Chain Services and CFO.
<u>Value Analysis Program</u>	Revised	Approved as Submitted	Policy extensively revised to reflect current operational practices including expanded governance structure of the Value Analysis Program, clarification of House wide and Ad Hoc Value Analysis Teams (VAT), integration with the Capital Product and Equipment review process, addition of the Product Additions process formal inclusion of the Trials and Evaluation Form, addition of Unauthorized Product Introduction controls, and updated vendor participation requirements. Vetted by Supply Chain Director and CFO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Accounting for Expired, Obsolete and Damaged Goods</u>	Revised	Approved with Revisions	Policy revised to align with CMS, DNV/JC, and FDA guidelines; enhanced inventory monitoring frequency; strengthening financial controls including 1% waste threshold and GL reconciliation; clarified roles and accountability across departments; added quarantine, recall management, and sustainability best practices to improve compliance, patient safety and inventory efficiency. Vetted by Director of Supply Chain Services and CFO.
<u>Tissue Management</u>	Revised	Approved as Submitted	Minor updates to enhance compliance and patient safety, including defined adverse event reporting timelines, staff competency validation, downtime procedures, improved quarantine controls, temperature excursion evaluation, two-person verification, and added audit and monitoring processes. Vetted by Supply Chain Services Director and CFO.
<u>Environmental Services Department Quality Inspection</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by EVS Director, Director of Infection Control and Executive Director of Support Services.
<u>Security Management Plan</u>	Revised	Approved as Submitted	Removed reference to the Joint Commission. Reformatted to NIOH interpretive guidelines. Vetted by EOC Committee.
<u>Life Safety Management System Plan</u>	Revised	Approved as Submitted	Minor changes. Reviewed and approved by EOC Committee.
<u>Structured Return to Work and Worker's Compensation</u>	Revised	Approved as Submitted	Various changes made to the existing policy, and procedures outlined therein. Vetted by HR Director and Chief HR Officer.
<u>False Cost Reporting</u>	Revised	Approved as Submitted	Triennial review – no changes. Vetted by Assistant Controller, Controller and CFO.
<u>Renal Dosing</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Pharmacy.
<u>Miscellaneous Medication Monitoring</u>	Revised	Approved with Revisions	Added enoxaparin, famotidine, and ketorolac to the protocol. Vetted by Director of Pharmacy.
<u>Ebola/Viral Hemorrhagic Fever</u>	Revised	Approved as Submitted	Updated to include viral hemorrhagic fever. Hyperlinks updated. U-tube videos for donning/doffing added. Departmental Plans were reviewed and vetted by Department Directors.
<u>Intravenous Contrast</u>	Revised	Approved with Revisions	Updated Premedication Protocols Prior to Administration of Contrast Media Guideline: "Arrangements should be made for a

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			physician member of the ordering provider's team to be present while the patient receives contrast, and during transportation back to the unit/floor." Vetted by Director of Imaging Services.
<u>Medical Staff Credentialing Credit Card Processing Fee</u>	Revised	Approved as Submitted	Revision of verbiage - Procedure: Fee structure – Removal of Initial Application Expedited Credit Care fee: \$15.00 and removal of APP, replaced with Achieving Volume. Vetted by Medical Staff Director.
<u>Pre-Operative Pregnancy Test</u>	Revised	Approved as Submitted	Added verbiage - "Female patients who are admitted as in-patients and have tested negative for pregnancy at the time of their admission."; Revision verbiage - If serum pregnancy test has not been done within 3 days of surgery, perform pregnancy testing on the day of the surgery for all female patients with child bearing potential scheduled for any surgical procedure. Inform Anesthesiologist if result is positive. – Input from Dr. Burns, Chief of Pathology, Dr. Levy and Dr. Flores.
<u>Capacity Management Plan</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Placement Center Director and ACNO.
<u>Negative Pressure Wound Therapy</u>	Revised	Approved as Submitted	Added the Physiscal Therapist to the list of staff that can apply the NPWT. He is an addition to the team to apply NPWT. Vetted by Clinical Manager of Burn Care Therapy, Rehab Services Director, Critical Care Services Clinical Director and ACNO.
<u>Patient Refrigerator and Freezer Daily Log and Maintenance</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Clinical Nutrition Manager, Director of Food and Nutrition and ACNO.
<u>Guidelines for In-line One-Way Speaking Valve Application for Tracheostomy on the Ventilator</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Rehabilitation Services Director and ACNO.
<u>Guardianship/Conservatorship/ Adult Wards of Clark County</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Care Management Director and CFO.
<u>Pre-Admission Testing and Preoperative Unit: Pre-Anesthesia</u>	Revised	Approved with Revisions	Scheduled review, no changes. Vetted by Clinical Manager PACU, Surgical Services Medical Director, ACNO and Dr. Hu.
<u>PAT Pre-Anesthesia High Risk Patient Screening</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PACU Clinical Manager, Surgical Services Medical Director, ACNO and Dr. Hu.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Prevention of Fire in an Oxygen-Enriched Atmosphere</u>	Revised	Approved as Submitted	Added: Using flammable skin preparation agents for cases. Vetted by Perioperative Services Manager, Surgical Services Medical Director and ACNO.
<u>Safe Transport of Endoscopes</u>	Revised	Approved as Submitted	Updated to current process. Vetted by Perioperative Manager, Sterile Processing Manager and Surgical Services Medical Director.
<u>Infant Feeding Plans</u>	Revised	Approved as Submitted	New algorithm. Removed sentence about going home on slow flow. Vetted by NICU Clinical Manager, Rehab Clinical Supervisor, Maternal Child Services Director and ACNO.
<u>Neonatal Intensive Care Unit Nursing Standards of Care/Practice Guidelines</u>	Revised	Approved as Submitted	Removed wording specific to Alaris pumps, updated weight to <1800 gms for inside isolette. Vetted by NICU Clinical Manager, Maternal Child Services Director and ACNO.
<u>Release of Pediatric Patient on Discharge</u>	Revised	Approved as Submitted	Remains current practice. Vetted by Manager of PICU and NICU, Clinical Director Maternal Child and ACNO.
<u>Donor Human Milk</u>	Revised	Approved as Submitted	Remains current. Vetted by NICU manager, Dietician and Medical Director, Maternal Child Director and ACNO.
<u>Glucose Gel in the Newborn</u>	Revised	Approved as Submitted	Remains current practice and dose. Vetted by NICU Clinical Manager, Pharmacy, Medical Director, Maternal Child Director and ACNO.
<u>Opioid Withdrawal in Infants</u>	Revised	Approved as Submitted	Remains current practice. Vetted by Manager, Pharmacy, Charge Nurses, Medical Director, Maternal Child Director and ACNO.
<u>Reduction/Negotiated Settlement Requests</u>	New	Approved as Submitted	Updated to reflect the current process for reductions and negotiated settlements. Revised to align with the current policy template. Removed references to resident self-pay, charity discounts, or county-approved rates, which are no longer applicable. Vetted by UMC Attorney, Director of Patient Accounting and CFO.
<u>Oxytocin Administration for Induction and Augmentation of Labor</u>	Revised	Approved with Revisions	Guideline reviewed, no changes. Vetted by Perinatal Manager, Maternal Child Director and ACNO.
<u>Group B Streptococcal Screening and Prophylaxis for Maternal and Newborn Patients</u>	Revised	Approved as Submitted	References reviewed and updated. Rapid GBS (PCR) test added as an option for screening for GBS in triage or on admission to L&D. Vetted by Perinatal Clinical Manager, NICU Clinical Manager, Maternal Child Services Clinical Director, ACNO, Drs Matsunaga-Kirgan, Levy and Banfro.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Respiratory - Airway Clearance Sputum Induction and Lung Expansion</u>	Revised	Approved as Submitted	Reviewed. Reflects current practice. No edits required. Vetted by Cardiopulmonary Services Director and ACNO.
<u>Respiratory – Staffing Guidelines</u>	Revised	Approved as Submitted	Reviewed. Reflects current staffing practice. No edits necessary. Vetted by Cardiopulmonary Services Director and ACNO.
<u>Respiratory – NICU/PICU – Nasal Bubble CPAP</u>	Revised	Approved as Submitted	Reviewed. Reflects current practice. No edits required. Vetted by Cardiopulmonary Services Director and ACNO.
<u>Disposable Bedside Bronchoscopy in Critical Care Units</u>	Revised	Approved as Submitted	No change with the current Guidelines. Vetted by Medical Director of Critical Care Services, Director of Respiratory Services, Clinical Director of Critical Care Services and ACNO.
<u>Delinquent Medical Record</u>	Revised	Approved as Submitted	Changed TJC references to DNV. Updated timeline on voluntary resignation of privileges. Added DNV reference. Vetted by HIM Manager and HIM Director.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Ratification of Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA for Managed Care Services; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 1/1/2026 through 5/31/2029
Amount: Revenue based on volume

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

On June 19, 2012, the Board of Hospital Trustees approved a Memorandum of Understanding (“MOU”) with Intermountain for the treatment of Intermountain Medicare Advantage members. The MOU was subsequently amended over the term to update compensation fee schedules and adjust the term dates.

This request is for ratification of the Eleventh Amendment to the MOU, which extends the term to May 31, 2029, and increases the reimbursement rates on the Fee Schedule of Exhibit A-1. UMC Crisis Stabilization Center was added to the MOU, and Intermountain will now reimburse Capital IME in alignment with CMS requirements. Ratification was necessary to prevent out-of-network standing with members.

UMC’s Director of Managed Care has reviewed and recommends ratification of this Amendment, which has also been approved as to form by UMC’s Office of General Counsel.

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 17, 2026, meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
June 24, 2026

Agenda Item #

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**ELEVENTH AMENDMENT TO
The Memorandum of Understanding Between
Intermountain IPA, LLC
University Medical Center of Southern Nevada**

THIS ELEVENTH AMENDMENT ("Eleventh Amendment"), dated and effective June 1, 2026, ("Eleventh Amendment Effective Date") is entered into by and between University Medical Center of Southern Nevada, (hereinafter referred to as "Hospital") and Intermountain IPA, LLC (hereinafter referred to as "Company").

WHEREAS, the parties have previously executed a Memorandum of Understanding (the "MOU") effective June 1, 2012, amended on June 1, 2015 to extend the term period ("Term") and adjust the contract rates; amended on July 13, 2017 to do a Name Change and adjust the Per Diem Exclusions section; and amended on June 1, 2018 to extend the Term and adjust the contract rates; amended on June 1, 2020 to do a Name Change, adjust contract rates, and modify Exhibit C; amended on February 1, 2021 to delete Exhibit C and replace with Exhibit C Plans; amended on January 1, 2022 to delete Exhibit C and replace with Exhibit C Plans; amended on June 1, 2023 to update HCP IPA Nevada, LLC's name and extend the Term and adjust the contract rates; and amended on January 1, 2025 to delete Exhibit C and replace with Exhibit C Plans; and amended on January 1, 2026 to delete Exhibit C and replace with Exhibit C Plans; and

WHEREAS, the parties desire to further amend the MOU to extend the Term, modify Exhibit A-1, and add Exhibit D.

NOW THEREFORE, in consideration of the mutual covenants and MOUs contained herein and, in the MOU, the parties agree to amend the MOU as follows:

1. Modify the 'Term and Termination' Section 5 to extend the Term for three (3) years, effective June 1, 2026, and ending May 31, 2029.
2. Delete Exhibit A-1 dated June 1, 2023 – May 31, 2026, in its entirety and replace it with Exhibit A-1 dated June 1, 2026 – May 31, 2029.
3. Exhibit D is added to the MOU as attached hereto.
4. This Eleventh Amendment supersedes any terms of the MOU (including previous amendments) in conflict with the terms herein. All other terms of the MOU remain in full force and effect. All capitalized terms used in this Eleventh Amendment and not otherwise defined shall have the meanings set forth in the MOU. A party's signature below denotes agreement to these terms by its authorized representative.

The parties ratify and affirm the MOU and agree that it is in full force and effect as amended herein. In case of conflict between the terms of the MOU and the terms of this Eleventh Amendment, the terms of this Eleventh Amendment will control.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Eleventh Amendment to be effective as of the Eleventh Amendment Effective Date.

HOSPITAL:

By: 

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: 5-22-26

COMPANY:

Devaraj A. Ramsamy
By: Ramsamy Digitally signed by Devaraj A. Ramsamy
Date: 2026.05.21
12:32:20 -07'00'

Name: Devaraj A. Ramsamy

Title: Region VP Finance - Desert Region

Date: 05/21/2026

Intermountain IPA/UMC

Fee Schedule

Exhibit A-1

[The information in this attachment is confidential and proprietary in nature.]

Exhibit D

Hospital Location(s) and Sub-Units Listing

[The information in this attachment is confidential and proprietary in nature.]

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board (“GB”) in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF RELATIONSHIP

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1,632						
Corporate/Business Entity Name: Intermountain IPA, LLC						
(Include d.b.a., if applicable)						
Street Address:		6355 S. Buffalo Dr, Third Floor		Website: https://intermountainhealthcare.org		
City, State and Zip Code:		Las Vegas, NV 89113		POC Name:		
Telephone No:		702-318-2400		Email:		
Telephone No:		702-318-2400		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mitchell Cloward	President, Secretary	None (officer only)
Dev Ramsamy	Vice President, Chief Financial Officer	None (officer only)
Scott Stevens, MD	Chief Medical Officer	None (officer only)
Michael Christopherson	Secretary	None (officer only)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

DISCLOSURE OF RELATIONSHIP

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

**Devaraj A.
Ramsamy**

Digitally signed by
Devaraj A. Ramsamy
Date: 2026.06.04
11:46:48 -07'00'

Signature

Region VP Finance - Desert Region

Title

Devaraj A. Ramsamy

Print Name 06/04/2026

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Ratification of Letter of Agreement with A-G Specialty Insurance, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
That the Governing Board ratify the Letter of Agreement with A-G Specialty Insurance, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 5/20/2026 – 5/19/2028
Amount: Revenue based on volume
Out Clause: 90 days without cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is to enter into a Letter of Agreement with A-G Specialty Insurance, LLC (‘AGS’) to provide health care services to student-athletes of the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (‘UNLV’). AGS is a national provider specializing in sports, student, and special-risk accident insurance. Founded in 1983, they primarily design and underwrite customized medical and accident policies to protect athletes, students, and institutions. UMC and UNLV are pleased with the opportunity for continued collaboration between our two purpose-driven organizations, dedicated to advancing health outcomes, and with UMC’s clinical excellence and advanced orthopedics program, which supports UNLV athletes.

Ratification of the agreement was necessary as student-athletes were waiting to access UMC orthopedic clinics and were experiencing delayed surgical procedures.

UMC’s Director of Managed Care has reviewed and recommends ratification of this Letter of Agreement, which has also been approved as to form by UMC’s Office of General Counsel.

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Letter of Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 17, 2026, meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
June 24, 2026

Agenda Item #

7

LETTER OF AGREEMENT

This Letter of Agreement (the “**LOA**”) is made and entered into effective as of May 20, 2026 (the “Effective Date”) by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**UMC**”) with a principal address of 1800 West Charleston Blvd., Las Vegas, Nevada 89102 (the “**Facility**”), and A-G Specialty Insurance, LLC. (“**AGS**”) as authorized agent on behalf of Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas (“**UNLV**”, “**Client**”, or “**Client Institutions**”).

WHEREAS, UNLV desires to secure UMC for certain surgical and medical services (the “Services”) for patients referred to by Client; and

WHEREAS, UMC has a Facility and is willing and able to provide such Services; and

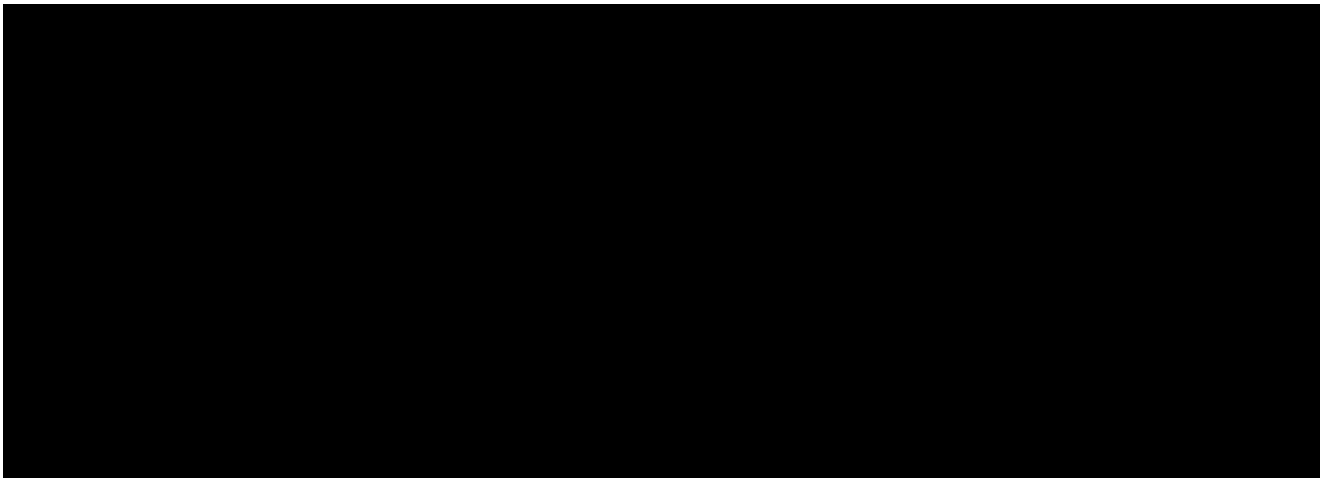
WHEREAS, UNLV is responsible for covered charges for UNLV patients who (1) have no primary insurance (2) have student insurance (3) have primary insurance through another company with no out-of-network coverage and (4) have primary insurance coverage but with co- payments, co-insurance, or deductibles; and

WHEREAS, AGS is the Client’s designated payer (the “Payer”) responsible for timely payments related to medical and surgical services provided to eligible patients; and

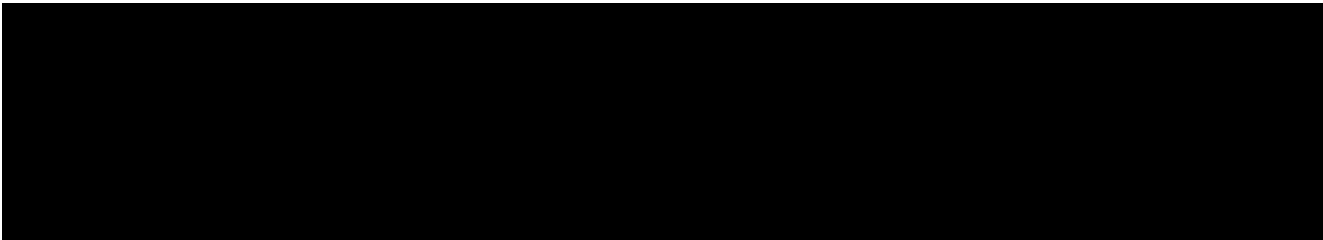
WHEREAS, this LOA shall set forth the terms for the provision and payment of such Services.

NOW THEREFORE, UMC, UNLV and AGS hereby agree as follows:

1. Compensation for the provision of imaging and Services for professional and facility fees where primary insurance is not present or not participating.



2. Compensation for the provision of Services and/or imaging services where primary insurance is open access or is a participating provider:



3. UMC if applicable, shall provide patient with a digital copy of all imaging services performed

upon discharge from the facility. This cost of this one copy is included in the above referenced compensation provisions.

4. UMC shall, within 24-48 hours after the provision of Service, fax and mail a medical report of the Service performed to the referring physician.

5. UMC shall send the claim with primary explanations of benefits (if applicable) to:

A-G Specialty Insurance, LLC. ATTN: Claims
P.O. Box 21013
Eagan, MN 55121
610-933-4122 (fax)
claims@agadm.com (email)

6. AGS shall issue payment for covered services within thirty (30) days of receipt of a clean claim.

7. Nevada law shall govern the interpretation and enforcement of the LOA. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

8. No modifications or amendments to the LOA shall be valid or enforceable unless mutually agreed to in writing by the parties.

9. All personnel records and all UMC statistical, financial, and confidential data received, stored or viewed by AGS shall be kept in the strictest confidence by Plan, and its employees and agents.

10. AGS acknowledges that UMC is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If UMC receives a demand for the disclosure of any information related to the LOA which AGS has claimed to be confidential and proprietary, UMC will immediately notify AGS of such demand and AGS shall immediately notify UMC of its intention to seek injunctive relief in a Nevada court for protective order. AGS shall indemnify, defend and hold harmless UMC from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of AGS documents in UMC's custody and control in which AGS claims to be confidential and proprietary.

11. Neither UMC nor AGS shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to the LOA without the prior written consent of the other party.

12. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation, gender identity or expression or any other class protected by law or regulation.

13. AGS agrees to indemnify, defend and hold harmless UMC from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of the LOA which may result from acts, omissions, or breach of the LOA by AGS, its employees, contractors or agents.

14. The duration of this LOA shall be two (2) years from the Effective Date above.

15. Either party may terminate this LOA, with or without cause, by providing no less than ninety (90) days written notice to the other party pursuant to Section 16 below.

16. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

TO UMC: University Medical Center of Southern Nevada
Attn: Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO AGS: A-G Specialty Insurance, LLC.
ATTN: Claims
P.O. Box 21013
Eagan, MN 55121

16. Each person signing this LOA represents and warrants that he, she, or they are duly authorized and have the legal capacity to execute and deliver this LOA. Each party represents and warrants to the other that the execution and delivery of the LOA and the performance of such party's obligations hereunder have been duly authorized and that the LOA is a valid and legal LOA binding on such party and enforceable in accordance with its terms.

Accepted and Agreed by:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signature: 

Name: Mason Van Houweling

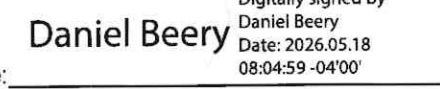
Title: Chief Executive Officer

Date: May 20th 2026

UMC Provider Tax ID: 886000436

Accepted and Agreed by:

A-G SPECIALTY INSURANCE, LLC.

Digitally signed by Daniel Beery
Date: 2026.05.18 08:04:59 -04'00'
Signature: 

Name: Daniel Beery

Title: Director of Contracting

Date: May 18, 2026

Acknowledged and Accepted by:

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas

DocuSigned by: Erick B. Harper
Signature: 

Name: Erick B. Harper

Title: Director of Athletics

Date: 5/15/2026

DocuSigned by: Chelsea Meggerson
Approved by: 
Chelsea Meggerson, Executive Director, Purchasing and Contracts

Date: 5/15/2026

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**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board (“GB”) in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor’s Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name:		A-G Specialty Insurance, LLC				
(Include d.b.a., if applicable)						
Street Address:		1001 Old Cassatt Rd Suite 300		Website: https://agspecialtyinsurance.com/		
City, State and Zip Code:		Berwyn, PA 19312		POC Name: Dave Tomchek		
				Email: dtomchek@agadm.com		
Telephone No:		610-933-0800		Fax No: 610-933-4122		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Dixon Gillis	President / CEO	25%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

DocuSigned by:  Signature CEO Title	Dixon Gillis Print Name 6/9/2026 Date
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DISCLOSURE OF RELATIONSHIP

List any disclosures below:
 (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Purchaser-Specific Agreement and Addendum for Interpretation and Translation Services with Propio LS, LLC.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement and Addendum with Propio LS, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to execute future amendments and extensions; or act as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Number: 3000863600	Funded Pgm/Grant: N/A
Term: 3 years upon execution, with two 1-year renewal options.	
Amount: \$682,073.52 annually, \$2,046,220.56 in aggregate.	
Out Clause: 30 days without cause	
Description: Interpretation and Translation Services	
Bid/RFP/CBE: NRS 450.525 and NRS 450.530 (HPG)	

BACKGROUND:

Since 2024, UMC has had an agreement for interpreting, translating and language services with Propio LS, LLC. Additionally, since 2025, UMC has had an agreement with CyraCom International, Inc. for the same services. However, Propio LS, LLC acquired CyraCom International, Inc. on July 1, 2025, and thus wishes to integrate all translation services under Propio LS, LLC. This request is to enter into a new Service Agreement (“Agreement”) to terminate and replace the individual agreements with Propio LS, LLC and CyraCom International, Inc, so UMC can continue to provide Over-the-Phone Interpretation (OPI), Document Translation, Interpreter Training and Evaluations, On-Site Interpretations, and Video Remote Interpretation (VRI) services, (collectively, “Services). Hospital accreditation standards, as well as Section 1557 of the Affordable Care Act (ACA) and Title VI of the Civil Rights Act mandates that all recipients of federal funding from the Health and Human Services Department provide linguistic access to individuals who have limited English proficiency to access programs and services offered by healthcare facilities.

The Agreement term is for three (3) years unless terminated with a 30-day written notice. Upon the expiration of the initial term, UMC may extend this Agreement by one-year periods with written notice at least sixty (60) days prior to its expiration.

Cleared for Agenda
June 24, 2026

Agenda Item #

8

This Agreement is pursuant to UMC's HealthTrust Purchasing Group (HPG) contract number 117904. HPG is a group purchasing organization (GPO) of which UMC is a member. This request complies with NRS 450.525 and NRS 450.530. A signed sourcing letter from HPG has been included, stating that the pricing was obtained through a competitive bid process.

Propio LS, LLC currently holds a Clark County vendor registration.

UMC's Patient Experience Resources Manager has reviewed and recommends approval of this Agreement. This Agreement has also been approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its June 17, 2026, meeting and recommended for approval by the Governing Board.

**HEALTHTRUST MEMBER
PURCHASE-SPECIFIC AGREEMENT**

]THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is , effective as of the last date of signature by and between Propio LS, LLC and the following entity herein referred to as “Purchaser” and is entered into in connection with that certain Purchasing Agreement, Agreement HPG-117904, dated December 1, 2024, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Propio LS, LLC (hereinafter “Vendor”) (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

Facility/Group Name: (if Group, list of Affiliates of Group shall be attached to this Agreement)	University Medical Center (UMC) of Southern Nevada
Address:	1800 W Charleston Blvd
City, ST, ZIP:	Las Vegas, NV, 89102
Type:	<input checked="" type="checkbox"/> Acute Care <input type="checkbox"/> Surgery Center <input type="checkbox"/> Imaging Center <input type="checkbox"/> Other
GPOID:	H036381
Contact Person & Title:	Eve Olivero
Contact Phone:	(702) 383-2388
Contact Email:	Evelia.olivero@umcsn.com

1. **TERM OF AGREEMENT.** This Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three (3) years. Upon the expiration of the initial three-year period, Purchaser may extend this Agreement by two (2) one-year renewal options with written notice to Vendor at least sixty (60) days prior to the expiration of the current contract, otherwise the Agreement will expire at the end of its current term.

2. **FEES AND SERVICE SPECIFIC TERMS.** During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth in **Exhibit B**, and subject to the other terms set forth in **Exhibit B**, all incorporated herein by this reference. Document and website translation services and other content/language related services such as subtitling, closed captioning, voiceover, transcription, localization engineering, documents 508 Compliance, software development, and braille translation and/or printing; along with interpreting services such as simultaneous conference/event interpretation, communication access real time translation (CART), tactile or gesture sign language, or Certified Deaf Interpreter services will be scoped and bid upon request, and subject to the other terms set forth in **Exhibit B**, incorporated herein by reference. Usage charges and extra terms for the lease of equipment are set forth in **Exhibit C**, Equipment Lease, incorporated herein by reference. **The total annual price shall be \$682,073.52.**
 - a. **Tier Pricing.** Interpretation (over-the-phone, video remote, and on-site) pricing depends upon a committed tier with a range of a total number of minutes that Purchaser commits to meeting in each calendar month. The tier ranges are set forth in the Purchasing Agreement that Vendor entered into with HealthTrust. If Purchaser exceeds the maximum of the selected tier, the excess minutes will be counted towards meeting the next month’s tier requirements. If a minimum for a tier is not met within a given month, including the excess minutes rolled over from prior months, then Vendor will invoice Purchaser within thirty (30) days after the end of such month, the differenced owed at the higher pricing for the lower tier which was met, which Purchaser is due to pay as per the terms of all other invoices set forth herein. If this Agreement is terminated or expires prior to the end of a calendar month, the tier commitments will be prorated accordingly. Purchaser has the option to adjust to a lower or higher tier for a new contract year with written notice 60 days in advance of the anniversary of the Effective Date, in which case pricing will be adjusted as set forth in Purchasing Agreement automatically for the remaining term. If Purchaser has not met the tier commitment aggregating all the minutes over a contract year, Vendor’s sole remedy will be to move Purchaser to a lower tier commitment level or no commitment for the coming contract year, but Purchaser will not be in breach of this Agreement or the Purchasing Agreement.

HEALTHTRUST MEMBER PURCHASE-SPECIFIC AGREEMENT

PAYMENT TERMS. Purchaser agrees to pay all properly invoiced charges for Interpreting, Translation, or other Language Services within 60 days of the invoice date. On occasion, not all End User Data associated with a call may be collected for multiple reasons, including the refusal or inability of the caller to provide the requested information. Missing End User Data will not be reason to deny payment of service to Vendor for services that have been rendered. Invoices will be sent to the Purchaser billing address shown in **Exhibit A**, or to such other address as Purchaser may specify by giving written notice to Vendor. Purchaser agrees to report any invoice disputes within 30 days of the invoice date.

3. **USE OF SERVICE.** Purchaser represents that Purchaser will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation.

Purchaser agrees that all translation orders approved by its staff are considered billable. Purchaser shall be solely and fully responsible for charges resulting from approved translation orders either approved in Vendor's online platforms or by email, whether or not such use is authorized. The Purchaser agrees not to disclose translation platform access to other parties unless prior written approval from Vendor is received.

4. **UNAUTHORIZED USE OF SERVICE.** Purchaser agrees that all interpreting calls directed from its staff to Vendor are authorized to receive billable interpreting services. Purchaser shall be solely and fully responsible for charges resulting from interpreting calls directed to Vendor from its staff, whether or not such use is authorized. The Purchaser agrees not to disclose the phone number to other parties unless prior written approval from Vendor is received.

5. **REIMBURSEMENT:** Purchaser may on occasion request Vendor staff to travel. Purchaser and Vendor must agree and approve the expenses to be reimbursed in full, prior to travel arrangements being made.

6. **NON-SOLICITATION.** Purchaser agrees that for the Term of this Agreement, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit the employees of Vendor or any of its subsidiaries or affiliates or initiate other interfere with the employment relationship between Vendor and its employees; and b) solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Vendor's, with whom the Purchaser has access to during the course of this Agreement, to terminate or alter their relationship with Vendor. However, the foregoing restrictions in this Paragraph 7 (Non-Solicitation) do not apply to Purchaser with respect to individuals who (i) have been terminated by Vendor or are no longer engaged with Vendor, (ii) contact Purchaser directly (without any prohibited solicitation or interference or enticement), or (iii) respond to general published solicitations, such as advertisements.

7. **RECORDING POLICY.** As an electronic communications service provider, Vendor, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Vendor personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service.

Vendor is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Vendor does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a subpoena.

8. **SERVICES OUTSIDE THE UNITED STATES.**

Purchaser hereby consents to Vendor's use of Vendor Personnel outside of the United States for all Services other than Onsite Consecutive Interpretation, as long as such Vendor Personnel and their locations are disclosed in writing (by email or other written communication), in advance of the start of any Service, and Vendor represents and warrants compliance with all other obligations set forth hereunder, as well as the Purchasing Agreement, and Business Associate Agreement, none of which are excused with the sole exception of requiring such Vendor Personnel to have appropriate I-9 documentation. Purchaser's data shall be stored in secure US-based cloud hosting environments and may be temporarily transmitted outside of the United States solely in connection with fulfilling a Service request. Vendor may use individuals outside of the United States, as indicated in this section. Any breach of this section shall give Purchaser the right to terminate this Agreement immediately.

9. **SERVICE LEVEL AGREEMENT (SLA) METRICS.** Vendor will adhere according to the following:

9.1 Timeliness: Although any Services can be reserved in advance:

9.1.1 IPI (On-Site): Vendor will have an interpreter available for On-Site within 24 hours of being requested and perform Services for the duration of the request.

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9.1.2 On-Demand VRI: Vendor will have an interpreter available to start a VRI session within 10 seconds for Spanish and 15 seconds for other languages after being requested and perform Services for the duration of the request, with the exception of Purchaser actions or issues (such as a Purchaser Wi-Fi network failure) that prevents Vendor from restoring Services.

Type of Service or Product	Timeliness Metric
OPI: Standard response time for an interpreter to start an OPI session (Over Phone Interpretation).	10 seconds for Spanish and 15 seconds for Languages Other Than Spanish
VRI: Standard response time for an interpreter to start a VRI session (Video Remote Interpretation).	10 seconds for Spanish and 15 seconds for Languages Other Than Spanish
IPI: Minimum notice required to schedule an InPerson interpretation session (Onsite Consecutive Interpretation).	Minimum of 24 hours
ASL InPerson: Minimum notice required to schedule an ASL interpretation session.	Minimum of 24 hours
Document Translation: Average lead time to complete a Document Translation project.	
2,000 words or less	1 business day
2,000 - 4,000 words	1 business day
4,000 - 6,000 words	1 - 2 business days
6,000 - 8,000 words	2 business days
8,000 - 10,000 words	2 business days
10,000 words or more	Per Project

9.2 Quality for On-Site and VRI:

9.2.1 Limited Downtime: Vendor will limit Downtime to 1% or less on its application and/or platform, measured on a quarterly basis for all live OPI or VRI Services. “Downtime” refers to when one or more of the following circumstances exist and is measured as the time during which it remains uncured: a crash or malfunction of Vendor’s platform or application that disrupts or degrades the quality of the live transmission of video and/or audio. “Downtime” excludes Vendor’s scheduled maintenance or upgrade downtime, and also excludes Purchaser-side connectivity issues (such as a failure of Purchaser’s Wi-Fi network) that delays or prevents restoration of Services.

9.2.2 Customer Satisfaction: A customer satisfaction on interpretation abilities averaging at least 4.5/5 on a scale of 1(worst) to 5(best) during a rolling 90-day basis.

9.2.3 Certifications: Interpreters are experienced and competent with demonstrable qualifications, and will comply with industry standards identified below. The foregoing includes interpreters having current unexpired certifications to the extent applicable, such as for ASL (American Sign Language), certification with the RID (Registry of Interpreters) for the Deaf, Inc. Upon Purchaser’s request, Vendor shall provide a written certification as required by the Joint Commission that the Interpreters have sufficient experience and certifications to perform Services hereunder.

9.2.4 Relevant Standards. For language interpretation, Vendors will ensure that interpreters review and engage in best efforts to comply with standards set by the US Department of Health and Human Services (at the Language Access Plan links at <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>), and by the National Council on Interpreting in Health Care guidance, which include the following.

9.2.4.1 Code of Ethics:
<https://www.ncihc.org/assets/z2021Images/NCIHC%20National%20Code%20of%20Ethics.pdf>,
and

9.2.4.2 Standard practices:
<https://www.ncihc.org/assets/z2021Images/NCIHC%20National%20Standards%20of%20Practice.pdf>.

9.3 Reporting:

9.3.1 Vendor will track and monitor above SLAs and other relevant business metrics (as agreed upon by the parties) and will provide such to Purchaser via calendar quarterly meetings. Some metrics may be collected from the dashboard that Vendor maintains on its application for its customers.

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9.4 Vendor Customer Service:

9.4.1 Vendor's customer service representatives shall be available between 8:00 A.M. and 8:00 P.M. Eastern Time, Monday through Friday, except for holidays for quality issues or general feedback at the following phone number:

9.5 Action Plan if SLA not met:

9.5.1 Vendor will report performance on at least a quarterly cadence to review metrics, provide root cause analysis, and determine corrective actions, if required.

9.5.2 If above SLA thresholds are not met, Vendor will provide a 0.25% penalty in the form of a credit memo on to the Purchaser in which the SLA is not met on the invoice for the month following the Quarter in which the SLA had been missed. Penalties will be assessed on a rolling 90-day basis and maximum penalty in any one 90 day period is one percent (1%).

9.6 For the avoidance of doubt, none of the foregoing replaces or limits the rights and obligations set forth in the Purchasing Agreement.

9.7 Action Plan if SLA not met:

9.7.1 Vendor will report performance on at least a quarterly cadence to review metrics, provide root cause analysis, and determine corrective actions, if required.

9.7.2 If above SLA thresholds are not met, Vendor will provide a 0.25% penalty in the form of a credit memo on to the Purchaser in which the SLA is not met on the invoice for the month following the Quarter in which the SLA had been missed. Penalties will be assessed on a rolling 90-day basis and maximum penalty in any one 90 day period is one percent (1%).

9.8 For the avoidance of doubt, none of the foregoing replaces or limits the rights and obligations set forth in the Purchasing Agreement.

- 10. DEFINITIONS.** Interpreter: a person who orally or using American Sign Language interprets from one language to another, Translator: a person who translates written text from one language into another, End User Data: data unique to the Purchaser organization, their employees, or the people they serve, Language Services: services that assist in communicating between different languages, including translation and interpretation.
- 11. INCORPORATION OF ATTACHMENT.** Exhibit A (Purchaser Contact & Profile Information), Exhibit B (Rate Sheet), Exhibit C (Equipment Lease Terms) are incorporated herein.
- 12. RECORDS.** Vendor agrees to provide any and all supporting documentation concerning any disputed amount of an invoice to Purchaser within thirty (30) days after Purchaser provides written notice of the dispute to Vendor.
- 13. SUBCONTRACTORS.** Vendor shall not subcontract, delegate, or assign any rights or obligations under this Agreement without the prior written consent of Purchaser.
- 14. AMENDMENT/MODIFICATION.** No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing and executed by all Parties, except with respect to transition period extension as set forth in Section 12.5 (Transition) of the Purchasing Agreement.

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on all exhibits incorporated herein, entered into pursuant to the HealthTrust Purchasing Group Contract HPG-117904.

Purchaser

Accepted by:

Signature

Propio LS, LLC

Accepted by:

Signature Christopher Pesce

Christopher Pesce

Type or Print Name and Title

Type or Print Name and Title

Jun 16, 2026

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**EXHIBIT A
PURCHASER CONTACT & PROFILE INFORMATION**

Complete this and send a copy of it and the signed Interpreter Services Agreement to:

Propio LS, LLC.

Or

fax to: 866-231-8176

C/O Lisa Stokesbury

10801 Mastin Street, Suite 580

Overland Park, KS, 66210-1214 Or email all pages to: lstokesbury@propio.com

Organization Name: University Medical Center (UMC) of Southern Nevada

Billing Contact Person: Responsible for billing correspondence including monthly invoices, billing & payment inquires

Name: Steve Hughey

Title: Assistant Controller

Phone:

Fax:

Billing email 1: accountspayable@umcsn.com

Billing email 2: umc_ap@umcsn.com

Street address:

City, State, Zip:

Communication Contact Person: Responsible for communication correspondence involving training resources, monthly messages, urgent notifications, etc.

Name: Eve Olivero

Title: Patient Experience Resource Manager

Phone: (702) 383-2388

Fax:

Email: Evelia.olivero@umcsn.com

Indicate the Interpreter skill set to match client service/industry.

Select one:

Medical **Legal**

Billing intake to be obtained for each service for Purchaser's internal auditing purpose. Please note intake reporting is based on end-user response and is not guaranteed.

Examples of intake are as follows:

- a. **Caller's first & last name**
- b. **Caller's location**
- c. **Patient's last name only**

Please indicate up to three intake questions your staff will be able to provide a response to:

1 _____

2 _____

3 _____

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**EXHIBIT B
Services and Pricing**

Select one Tier, which corresponds to minutes committed per month

<input type="checkbox"/> TIER 1 No Commitment Required	<input type="checkbox"/> TIER 2 Commit to 100,000 to < 200,000 minutes Per Month	<input checked="" type="checkbox"/> TIER 3 Commit to 200,000 to < 500,000 minutes Per Month	<input type="checkbox"/> TIER 4 Commit to > 500,000 minutes Per Month
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On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	██████████	Per minute
Non-Spanish*	██████████	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	██████████	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	██████████	Per minute
Non-Spanish*	██████████	Per minute
American Sign Language (ASL)	██████████	Per minute
Onsite Consecutive Interpretation		
Spanish	██████████	Per hour – 2-hour Minimum
Core & Common Spoken Languages	██████████	Per hour – 2-hour Minimum
American Sign Language	██████████	Per hour – 2-hour Minimum
Premium Fee	██████████	Per hour

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

- a. Vendor provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
- b. Connect time is considered to begin from the instant the language and Purchaser account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Vendor connects participants with a first in queue process.
- c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
- d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION

- a. Purchasers may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time-- whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
- b. Service requests should be placed a minimum of 24 hours in advance.
- c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION

- a. On-demand video interpretation is performed on the Vendor One platform.
- b. Connect time is considered to begin from the instant the language and Purchaser account number is identified to the time an interpreter accepts the call to begin the service request. Vendor connects participants on a first in queue process.
- c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

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4. ONSITE/IN-PERSON CONSECUTIVE SERVICES

- a. Onsite/In-Person services are billed on a monthly basis. Billing for spoken language services are based on the designated minimum (2 hours) or time worked, whichever is greater. The designated minimum for American Sign Language is the requested duration, established minimums (2 hours) or time worked, whichever is greater. Services performed in excess of the defined minimum will be billed in 15-minute increments thereafter.
- b. Scheduled business hours are the standard business hours (8:00 AM – 5:00 PM) in the applicable time zone where the Purchaser is located, Monday through Friday. Premiums are charged, in addition to the standard rate, for request that are outside scheduled business hours, on federal holidays or for spoken language requests placed less than 24 hours in advance and ASL requests not placed 48 hours in advance of the requested start time.
- c. Services not cancelled with 24 hours' minimum cancellation notice will result in the designed minimum being charged.
- d. Mileage is billed at the current IRS rate and parking is reimbursed at cost, if applicable. All other expense requires prior Purchaser approval.
- e. Core Spoken Languages: Arabic, Cantonese, French, Haitian Creole, Japanese, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Tagalog, and Vietnamese.
- f. Common Spoken Languages: Bengali, Burmese, Dari, Farsi, Gujarati, Hebrew, Hindi, Italian, Kinyarwanda, Nepali, Punjabi, Ukrainian, Urdu, Somali, Swahili, and Turkish. Language of limited diffusion or rare/endangered languages can be quoted upon request

5. VIRTUAL SERVICES.

Purchasers may schedule requests with most commercially available platforms (i.e., Teams, Zoom, etc.). The terms and conditions as outlined in Section 4, Onsite/In-Person Consecutive Services will apply to virtual requests. Links to access the virtual encounter, including passwords and pertinent access directions, should be provided when requesting services. Failure to provide the necessary access information prior to the encounter does not impact the minimum cancellation notice or subsequent charges.

Written Document Translation Services:

Written Document Translation			
English (United States)	Spanish	██████	Per word
English (United States)	Arabic	██████	Per word
English (United States)	German	██████	Per word
English (United States)	Spanish (Mexico)	██████	Per word
English (United States)	Spanish (United States)	██████	Per word
English (United States)	Spanish (Puerto Rico)	██████	Per word
English (United States)	Persian (Iran)	██████	Per word
English (United States)	French (Canada)	██████	Per word
English (United States)	French (France)	██████	Per word
English (United States)	Hindi	██████	Per word
English (United States)	Hmong	██████	Per word
English (United States)	Haitian (Creole)	██████	Per word
English (United States)	Italian	██████	Per word
English (United States)	Japanese	██████	Per word
English (United States)	Karen	██████	Per word
English (United States)	Korean	██████	Per word
English (United States)	Nepali	██████	Per word
English (United States)	Polish	██████	Per word
English (United States)	Portuguese (Brazil)	██████	Per word
English (United States)	Portuguese (Portugal)	██████	Per word
English (United States)	Russian	██████	Per word
English (United States)	Somali	██████	Per word
English (United States)	Swahili	██████	Per word
English (United States)	Tagalog	██████	Per word

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English (United States)	Ukrainian	██████	Per word
English (United States)	Vietnamese	██████	Per word
English (United States)	Chinese (Simplified, PRC)	██████	Per word
English (United States)	Chinese (Traditional, Taiwan)	██████	Per word
Minimum Project Fee		██████	Per language per project
Desktop Publishing/Formatting		██████	Per hour (if applicable)
Rush Processing		██████	% Of increase to the total invoice
Translation Into English		██████	% Of increase to per word rate
Translation Memory Discounts (TTM)			
Exact Match & Repetitions		██████	Discount
Fuzzy Match Discounts		██████	Discount with 99-95% matches Discount with 94-85% matches Discount with 84-75% matches

6. WRITTEN TRANSLATION SERVICES

Purchaser agrees standard turnaround time for translation projects with fewer than 6,000 words is three (3) to five (5) business days from project approval, based on the size and complexity of the project. A dedicated Project Manager will communicate the expected delivery date for each project as part of the cost estimate or quote. Rush processing fees require written approval in advance.

Purchaser shall have a thirty (30) day inspection period following the delivery of completed work to report any issues or concerns. Purchaser acknowledges that translation sometimes involves preferential choices where more than one word or phrase might be used to say the same thing (e.g., “large” and “big”). Vendor will correct errors or omissions reported during the inspection period at no cost to Purchaser and will make preferential changes at Purchaser’s expense and Vendor’s discretion. A separate invoice will be issued for any preferential changes upon the completion of those changes. Changes requested after the inspection period shall be considered a new project and are subject to a new project quote.

Purchaser agrees to use Vendor’s secure online portal, Vu, for receiving Translation Services—including, but not limited to, uploading source/native documents, receiving and approving quotes, communication regarding projects, and receiving completed projects.

Vendor agrees to provide training regarding the use of Vu and will assign a dedicated translation Project Manager to Purchaser to manage Purchaser’s translation projects and to assist Purchasers, as needed.

Translation Memory (TM) discounted rates apply to qualifying documents submitted in editable source format in languages compatible with TM application. Discounts are available for exact matches, repetitions, and fuzzy matches as outlined in the rate table.

7. DOCUMENT TRANSLATION BILLING

Translation Services are invoiced upon delivery of the completed work to the Purchaser. Invoices are delivered via email in .pdf format and contain the following information: invoice date, invoice number, “bill to” address, person/department who ordered the service, PO number (if applicable), description of services rendered, quantity, rate, and total amount due. For translation of documents, the “quantity” is set to “1” for each document translated and the “rate” displays the total amount due for that document, based on the approved price quotation. Detailed information regarding per word fees and translation memory discounts applied is available within the project quotation. For hourly services, such as desktop publishing or layout work, the “quantity” will be the number of hours billed and the “rate” will display the hourly rate. For per item fees, such as translation certifications, the quantity will be set based on the number of items received.

- a. Advance payments, periodic payments, and/or other unique terms and conditions may be included for some projects, based on size of project, length of project, and other factors. Such requirements, if any, will be stated in the project quote. Acceptance of the project quote shall be deemed acceptance of those terms and conditions as a supplement to the terms and conditions of this Agreement.
- b. Purchaser reserves the right to cancel a project at any time prior to completion. To cancel a project, Purchaser must contact the Vendor Project Manager assigned to the project using the Vu messaging system or email. Cancellation shall be considered received upon written confirmation by the Project Manager or four (4) business hours after the cancellation notice is sent, whichever occurs first. When a project is cancelled prior to completion, Purchaser shall be responsible to pay for work completed prior to cancellation. In the unusual circumstance where Vendor was required to incur expenses applicable to the entire project prior to

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cancellation and cannot recover unused funds from the vendor at issue, Purchaser shall be responsible for the entire expense paid.

- c. The Purchaser agrees that performing an internal review does not affect the invoicing process. The project is considered delivered once Vendor makes translated documents available in Vu and notifies the requester.
- d. Past due invoice(s) may result in Purchaser’s account being placed on credit hold and services discontinued until the account is brought back to current status.

8. EQUIPMENT LEASE AND PURCHASE OPTIONS

Vendor’s services may be accessed using “Equipment,” which is a single unit consisting of a hospital grade stand on wheels with an articulatable arm that has an iPad mounted to it, and includes a stand-mounted external speaker. Subject to the terms of **Exhibit C** Equipment Lease Terms, Purchaser may lease any agreed quantity of Equipment from Vendor.

Additionally, Purchaser may purchase any agreed quantity of Equipment for a one-time payment of \$1,400 per unit.

9. SOFTWARE

Vendor offers the following software to be used with Vendor’s Services:

- 9.1 WorkforceOS is Vendor’s proprietary software-as-a-service platform accessible through a web browser or supported mobile application. WorkforceOS provides Purchaser the ability to manage its on-site interpretation operations, create and manage interpreter profiles, track and manage interpreter compliance, administer interpreter scheduling, and provide data for invoicing. Purchaser may use WorkforceOS to manage its own interpreters, third party interpreters, or both, and prioritize inbound calls to route to Purchaser’s interpreters. WorkforceOS can be integrated with electronic health records platforms.

Platform utilization incurs a one-time setup fee and ongoing monthly charges. SMS messaging only applies if the Purchaser opts in to use the SMS feature. The Audio and Video Minutes Platform Fee applies only when members utilize their staff interpreters for calls through the Workforce OS platform.

Workforce OS is an optional enhancement and not mandatory for accessing other services Propio offers.

Workforce OS Interpreter Scheduling Software	Startup	Professional	Enterprise	Unlimited
One Time Charges				
Implementation				
Monthly Charges				
Admin Users (up to)				
Workforce Users (up to)				
User Fee				
Software Fee				
Total Monthly Charge				
Per Use Charges				
SMS Messages				
Audio Minutes Platform Fee*				
Video Minutes Platform Fee*				
*Fee only applies when client’s interpreters are utilizing Propio’s remote interpreting platform to service calls				

- 9.2 Propio ONE platform: Vendor’s video interpretation platform. Access to Propio ONE is included in Vendor’s service charges; there is no separate license fee for Propio ONE.

- 9.3 Vu: Vendor’s secure online portal for receiving Translation Services. Access to Vu is included in Vendor’s service charge; there is no separate license fee for Vu.

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For the avoidance of doubt, it is understood that the monthly fee for Propio ONE Remote Interpreting Cart w/tablet and external speaker also covers the above listed Vendor Software, the cost of which is built into the monthly fee for leasing this Equipment.

10. Other services can be scoped and bid upon request.

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**EXHIBIT C
Equipment Lease Terms (the “Lease”)**

1. General Provisions.

- a. Lease. Vendor hereby leases to Purchaser, and Purchaser hereby leases from Vendor, the Equipment for Purchaser to use for On-Demand Video Interpretation (VRI), subject to the terms and conditions set forth herein.

Table 1: Equipment Pricing	
Description	Cost
36 month cart lease	██████ per month
24 month cart lease	██████ per month
12 month cart lease	██████ per month

2. **Term of Lease.** Specific Equipment may be leased pursuant to the terms of this Lease using a separate written instrument signed by Purchaser and Vendor that references this Lease, such as a purchase order. The Lease shall commence on the date the Equipment is accepted by the Purchaser (the “Lease Start Date”) and end on the day when Purchaser makes its final Rent payment (the “Expiration Date”). The written instrument will identify the Equipment and the Expiration Date, and reference and be subject to these Lease Terms. Vendor and Purchaser confirm that any other terms and conditions in the written instrument are null and void. Except as provided otherwise herein, the obligations of Purchaser under this Lease shall remain binding until the Expiration Date or such time as Vendor and Purchaser mutually agree to amend the Term of this Lease. If the Agreement is terminated or expires, this Lease is terminated on the same day. Vendor, at their own expense, shall collect any Equipment at the conclusion or termination of each Lease term. If Vendor fails to retrieve such Equipment within 30 days thereafter, Purchaser may deem the Equipment abandoned by Vendor.
3. **Monthly Rent.** In consideration of Vendor leasing the Equipment to Purchaser, Purchaser agrees to pay Rent monthly to Vendor in the amount set forth in Table 1: Equipment Pricing above. Purchaser shall pay Rent to Vendor in monthly installments to be invoiced by Vendor to Purchaser, without notice, demand, deduction or offset, beginning on the Lease Start Date and within thirty (30) days of invoice date. If this Lease is terminated because of an uncured material breach by Purchaser before the Expiration Date, Vendor may, in its sole discretion demand immediate payment of all unpaid Rent.,

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4. **Intellectual Property.** The iPad comprising part of the Equipment will be equipped with a proprietary application installed by Vendor called Propio ONE, which itself may provide access to other proprietary software owned by Vendor, including but not limited to WorkforceOS (the “Vendor Software”).
5. **Maintenance.** Purchaser shall operate and maintain the Equipment in accordance with all applicable laws, ordinances and regulations, all manuals and other instructions issued by the manufacturer(s) and supplier(s) of the Equipment, and all insurance policy terms and requirements. During the Term, Purchaser shall perform, at its sole cost and expense, all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Purchaser, reasonable wear and tear excepted. Purchaser shall not make any alterations to, additions to, modifications to, or deletions from the Equipment without the prior written consent of Vendor, except as may be reasonably necessary to maintain the Equipment in good repair and operating condition. Vendor shall have no obligation to perform any maintenance whatsoever to the Equipment.
6. **Insurance.** Purchaser, at its sole cost and expense, shall keep the Equipment insured with an insurance company and under an insurance policy reasonably acceptable to Vendor against all risks of physical damage for no less than its approximate fair market value.
7. **Loss or Damage.** Until the Equipment is returned to Vendor in satisfactory condition, Purchaser shall be responsible for all risk of loss, damage, destruction or seizure of the Equipment (an “Event of Loss”). Purchaser shall notify Vendor of any Event of Loss within 3 days of the occurrence thereof. In the event that, following an Event of Loss, the Equipment can be repaired, Purchaser shall promptly repair the Equipment at its sole cost and expense, and the terms of this Lease will continue in full force and effect. If an Event of Loss occurs and the condition of the Equipment thereafter is beyond repair, Purchaser shall pay to Vendor, upon demand, the fair market value of the Equipment. Upon receipt of the fair market value of the Equipment, Vendor shall have the right to replace the Equipment, in which case this Lease will continue in full force and effect, or to terminate this Agreement. For avoidance of doubt, Vendor may terminate this Lease without any other modification to the Agreement.

ADDENDUM TO PURCHASE-SPECIFIC AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into as of the last date of signature (“Effective Date”), by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated Purchaser created by the virtue of Chapter 450 of the Nevada Revised Statutes (“Purchaser”), and **PROPIO LS, LLC**, hereinafter referred to as (“Vendor”). Purchaser and Vendor are collectively referred to as (“Parties) or individually as (“Party.”)

WHEREAS, the Parties entered into a Propio Language Services Agreement (“Propio Agreement”) for Vendor to provide and perform certain interpreting, translating and language services, on January 3, 2024.

WHEREAS, Purchaser and CyraCom International, Inc. (“CyraCom”) entered into a Purchaser-Specific Agreement (“CyraCom Agreement”) on February 19, 2025 for CyraCom to provide over the phone and video remote interpretation services.

WHEREAS, the CyraCom Agreement is subject to a Purchasing Agreement HPG-2905, dated December 1, 2024, between HealthTrustPurchasing Group, L.P and CyraCom (“HPG Agreement”)

WHEREAS, on July 1, 2025, Vendor acquired CyraCom.

WHEREAS, the Parties now desire to terminate the Propio Agreement and CyraCom Agreement and replace with an updated Purchaser-Specific Agreement, entered concurrently herewith, for Vendor to provide and perform certain over the phone interpretation and video remote interpretation services, among other things, in accordance with the terms and conditions set forth in the Purchaser-Specific Agreement.

WHEREAS, the Purchaser-Specific Agreement shall still be subject to the HPG Agreement (jointly the “Agreement”); and

WHEREAS the Parties desire to amend and/or supplement the Agreement in certain respects as provided in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to supplement the Agreement with the following terms and conditions:

1. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.
2. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not

exceed those monies appropriated and approved by Purchaser for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Purchaser agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

3. **Public Records Act.** Notwithstanding the foregoing, Vendor acknowledges that the Purchaser is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such records are public documents available for copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Agreement Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Purchaser from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor's documents in Purchaser's custody and control in which Vendor claims to be confidential and proprietary.
4. **Insurance.** Vendor shall obtain and maintain the insurance coverage required in **Exhibit D** incorporated herein by his reference. Vendor shall comply with the terms and conditions set forth in **Exhibit D** and shall include the cost of the insurance coverage in their prices.
5. **Business Association Agreement.** Vendor agrees to complete and submit the attached Business Association Agreement set forth in **Exhibit E**.
6. **Indemnity.** Vendor does hereby agree to defend, indemnify, and hold harmless Vendor and the employees, officers and agents of Purchaser from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Vendor or the employees or agents of Vendor in the performance of this Agreement.
7. **Covenant.** Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

PROPIO LS, LLC

By: _____

By Christopher Pesce _____

Name: Mason Van Houweling

Name: Christopher Pesce

Title: Chief Executive Officer

Title: Chief Financial Officer

Date: _____

Date: Jun 16, 2026 _____

EXHIBIT D INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, VENDOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: VENDOR shall provide PURCHASER with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by PURCHASER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: PURCHASER requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **PURCHASER Coverage**: PURCHASER, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. VENDOR's insurance shall be primary as respects PURCHASER, its officers and employees.
- D. **Endorsement/Cancellation**: VENDOR's general liability and automobile liability insurance policy shall be endorsed to recognize specifically VENDOR's contractual obligation of additional insured to PURCHASER and must note that PURCHASER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives PURCHASER automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, VENDOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, VENDOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by VENDOR and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: VENDOR shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of PURCHASER.
- J. **Workers' Compensation**: VENDOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a VENDOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that VENDOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If VENDOR fails to maintain any of the insurance coverage required herein, PURCHASER may withhold payment, order VENDOR to stop the work, declare VENDOR in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. PURCHASER may collect any replacement insurance costs or premium payments made from VENDOR or deduct the amount paid from any sums due VENDOR under this Agreement.
- L. **Additional Insurance**: VENDOR is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: VENDOR is required to remedy all injuries to persons and damage or loss to any property of PURCHASER, caused in whole or in part by VENDOR, its subcontractors or anyone employed, directed or supervised by VENDOR.
- N. **Cost**: VENDOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by VENDOR's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.

2. VENDOR's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The VENDOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: PROPIO PURCHASER SPECIFIC AGREEMENT FOR TRANSLATION SERVICES
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by VENDOR hereunder shall be on a per policy basis; (2) VENDOR shall provide evidence of all such coverages upon request; (3) VENDOR agrees to provide PURCHASER with a written notice of cancellation in accordance with VENDOR'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of VENDOR"; and (5) VENDOR reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <hr/> PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER <hr/> E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS <hr/> <div style="display: flex; justify-content: space-between;"> INSURER(S) AFFORDING COVERAGE NAIC # </div>
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: <hr/> INSURER B: <hr/> INSURER C: <hr/> INSURER D: <hr/> INSURER E: <hr/> INSURER F: <hr/>

**3. VENDOR'S
BEST KEY
RATING**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	X		(A)		(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$(I) 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DEDUCTIBLE MAXIMUM \$ 25,000						
5.	AUTOMOBILE LIABILITY	X		(J)		(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X		(N)		(P)	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)		(P)	AGGREGATE \$(Q) 1,000,000
8.				(R)		(T)	LIMIT (PER OCCURRENCE) \$(U) 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROPIO PURCHASER SPECIFIC AGREEMENT FOR TRANSLATION SERVICES

9. CERTIFICATE HOLDER UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> 10. AUTHORIZED REPRESENTATIVE
---	--

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CONTRACT NAME: PROPIO PURCHASER SPECIFIC AGREEMENT FOR TRANSLATION SERVICES

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

EXHIBIT E

Business Associate Agreement

This Agreement is made effective as of the last date of signature, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Propio LS, LLC** hereinafter referred to as "Business Associate", for the **Healthtrust Member Purchase-Specific Agreement** (Covered Entity and Business Associate shall hereinafter be referred to as individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

“Protected Health Information” means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

“Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the “Final Rule,” and the Final Rule significantly impacted and expanded Business Associates’ requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within fifteen (15) business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within fifteen (15) business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable,

Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such 30-day period, this Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: Christopher Pesce

Mason Van Houweling

Name: Christopher Pesce

Title: CEO

Title: Chief Financial Officer

Date: _____

Date: Jun 16, 2026






Propio (CyraCom)-UMC of S.NV service agmt

Final Audit Report

2026-06-16

Created:	2026-06-16
By:	Mike Adams (madams@propio.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAudxg7IKvHXSmIqBkx-iXdEF7_R0cyYN4

"Propio (CyraCom)-UMC of S.NV service agmt" History

-  Document created by Mike Adams (madams@propio.com)
2026-06-16 - 8:19:43 PM GMT
-  Document emailed to Christopher Pesce (cpesce@propio.com) for signature
2026-06-16 - 8:21:33 PM GMT
-  Email viewed by Christopher Pesce (cpesce@propio.com)
2026-06-16 - 8:21:41 PM GMT
-  Document e-signed by Christopher Pesce (cpesce@propio.com)
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June 5th, 2026

Vrinda Broughton
Contracts Counsel – Legal Department
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Language Services, Outsourced.

Dear Ms. Broughton:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Language Services, Outsourced. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process are described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Language Services, Outsourced category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Language Services, Outsourced were AMN Healthcare Language Svc Inc, Braille Works Intl Inc, Globo, Language Line Services Inc, Language Services Associates Inc, Propio Language Services, and Verbatim Languages Inc. Contracts were executed in December 2024 with AMN Healthcare Language Svc Inc, Braille Works Intl Inc, Globo, Language Line Services Inc, Language Services Associates Inc, Propio Language Services, and Verbatim Languages Inc

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Michelle Sanchez
Account Director, Member Services

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board (“GB”) in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		N/a				
(Include d.b.a., if applicable)		N/A				
Street Address:				Website: N/A		
City, State and Zip Code:		N/A		POC Name: N/A		
				Email:		
Telephone No:				Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No:		
Local Telephone No:		N/A		Local POC Name: N/A		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

<div style="text-align: center;"><i>Marco Assis</i></div> Signature	Marco Assis Print Name
CEO Title	05 / 19 / 2023 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Marco Assis

Signature

Marco Assis

Print Name

Authorized Department Representative