

## **UMC Audit and Finance Committee Meeting**

Wednesday, June 18, 2025 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

800 Hope Place, Las Vegas, NV

#### **AGENDA**

#### University Medical Center of Southern Nevada GOVERNING BOARD AUDIT & FINANCE COMMITTEE June 18, 2025 2:00 p.m.

800 Hope Place, Las Vegas, Nevada UMC Trauma Building, ProVidence Suite (5<sup>th</sup> Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

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 <a href="https://notice.nv.gov/">https://notice.nv.gov/</a>, and at 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 at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

#### **SECTION 1: OPENING CEREMONIES**

#### **CALL TO ORDER**

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 Committee 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 Committee wishes to extend the length of a presentation, this will be done by the Chair or the Committee by majority vote.

- 2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of May 21, 2025. (For possible action).
- 3. Approval of Agenda. (For possible action)

#### **SECTION 2: BUSINESS ITEMS**

4. Receive an educational presentation from Kim Hart, Director of Patient Accounting, regarding the denial process at UMC; and direct staff accordingly. (For possible action)

- 5. Receive the monthly financial report for May FY25; and direct staff accordingly. (For possible action)
- 6. Receive a report from the Chief Financial Officer; and direct staff accordingly. (For possible action)
- 7. Receive an update on the FY26 Proposed Organizational Performance Goals related to the UMC Governing Board Audit and Finance Committee; and direct staff accordingly. (For possible action)
- 8. Review and recommend for ratification by the Governing Board the Third Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. (For possible action)
- 9. Review and recommend for ratification by the Governing Board the Sixth Amendment to Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) with Compass Group USA, Inc.; and take action as deemed appropriate. (For possible action)
- 10. Review and recommend for approval by the Governing Board the Service Agreement with Service Management Systems, Inc. for Janitorial Services; authorize the Chief Executive Officer to exercise extension options; and take action as deemed appropriate. (For possible action)
- 11. Review and recommend for approval by the Governing Board the Professional Services Agreement with Real Radiology, LLC; authorize the Chief Executive Officer to exercise amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)
- 12. Review and recommend for approval by the Governing Board the Agreements with SailPoint Technologies, Inc. for Identity Security Cloud Software; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)
- 13. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with AHP of Nevada, LLC for rentable space at 901 Rancho Lane, Las Vegas, Nevada 89106; or take action as deemed appropriate. (For possible action)

#### **SECTION 3: EMERGING ISSUES**

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

#### **COMMENTS BY THE GENERAL PUBLIC**

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

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. 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 UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE 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 Audit and Finance Committee Meeting

May 21, 2025

UMC ProVidence Suite Trauma Building, 5<sup>th</sup> Floor 800 Hope Place Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:03 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

#### **CALL TO ORDER**

#### **Board Members**:

Present:

Robyn Caspersen Harry Hagerty (via WebEx) Mary Lynn Palenik (via WebEx) Christian Haase (via WebEx)

#### Absent:

Bill Noonan (Excused)

#### Others Present:

Mason Van Houweling, Chief Operating Officer Tony Marinello, Chief Operating Officer Jennifer Wakem, Chief Financial Officer Doug Metzger, Controller Ceferino Villafuerte, Business Development Officer Susan Pitz, General Counsel Lia Allen, Assistant General Counsel - Contracts Stephanie Ceccarelli, Board Secretary

#### **SECTION 1. OPENING CEREMONIES**

#### ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

# ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on April 23, 2025. (For possible action)

A motion was made by Member Hagerty to approve the minutes as presented. Motion carried by unanimous vote.

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

A motion was made by Member Hagerty to approve the agenda as presented. Motion carried by unanimous vote.

#### **SECTION 2. BUSINESS ITEMS**

ITEM NO. 4 Receive an overview of the Proforma related to the Inpatient Rehab Center from Ceferino Villafuerte, UMC Business Development Officer; and direct staff accordingly. (For possible action)

#### **DOCUMENTS SUBMITTED:**

PowerPoint

#### DISCUSSION:

Ceferino Villafuerte, Business Development Officer, provided an overview of the proforma related to the rehab center. A brief video was shown, depicting what the rehab center would look like.

Inpatient rehabilitation is a hospital-level program that provides intensive therapy and care for patients recovering from serious illness, injuries, or surgeries. It is an intensive type of rehabilitation, designed to help patients regain their independence and return home. In the United States, approximately 48 Level 1 trauma hospitals have an inpatient rehab program. Inpatient rehabilitation is offered in stand-alone settings and specialized wings of acute care hospitals.

UMC discharges approximately 722 patients annually to acute rehab centers, skilled nursing facilities, LTACHs, and home health facilities. Mr. Villafuerte added that these annual discharges to external rehab facilities represent millions in lost revenue to UMC.

UMC's 28-bed facility is anticipated to open in 2027. A market analysis shows the opportunity for growth within the community. The Committee continued the discussion with a review of the estimated costs, to include the conversion of the 4<sup>th</sup> and 5<sup>th</sup> floors of the Trauma building, additional elevators/renovations, contingency allowance, and capital equipment.

The non-financial benefits of inpatient rehab include improved patient outcomes, reduced readmission rates, and enhanced patient and facility satisfaction. The success of the program can enhance the hospital's reputation as a Center of Excellence. The discussion continued regarding the benefits of early and intensive rehabilitation, which can mitigate the risk of ongoing complications that may burden the health system.

Lastly, Mr. Villafuerte reviewed the impacts of construction on hospital operations during and after construction, and the next steps. The two-year project is estimated to break ground in November 2025 and the grand opening is estimated for November 2027.

#### FINAL ACTION TAKEN:

A motion was made by Member Hagerty to direct management to proceed with moving forward with the Rehab Center project, subject to approval of all contracts. Motion carried by unanimous vote.

Chair Caspersen directed staff that contracts that come before the Committee must be identified if it is associated with the rehab project.

At this time, due to time constraints, the Committee reviewed the contracts on the agenda.

ITEM NO. 8 Review and recommend for approval by the Governing Board the Amendment Five to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

#### **DOCUMENTS SUBMITTED:**

- Participating Facility Agreement Amendment 5
- Disclosure of Ownership

#### DISCUSSION:

This request is to extend the term of the agreement, update the revenue codes, and increase the reimbursement rates specified in the compensation schedule. All other terms in the agreement are unchanged.

#### FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve the amendment and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Amendment No. 4 (Add Product and Delete Product Amendment) to Master Customer Agreement with Experian Health, Inc. for revenue cycle software solutions; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. (For possible action)

#### **DOCUMENTS SUBMITTED:**

- Master Customer Agreement Amendment 4
- Disclosure of Ownership

#### **DISCUSSION:**

This amendment will add the Patient Access Curator to the software solutions used by UMC and the School of Medicine. The PAC will manage claims effectively by preventing denials and providing accurate medical billing. The term of the agreement will be through June 2027.

#### FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve the amendment and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote. ITEM NO. 10 Review and recommend for award by the Governing Board the RFP No. 2025-02 for Out-of-Country Billing and Collection Services to Sunbelt Medical Billings, LLC; authorize the Chief Executive Officer to sign the Service Agreement, and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

#### **DOCUMENTS SUBMITTED:**

- Service Agreement
- Disclosure of Ownership

#### **DISCUSSION**:

In March 2025, a request was published seeking proposals for out-of-country billing and collection services. Two proposals were received. The least and most responsive bidder is Sunbelt Medical Billings, LLC. The term of the agreement is 5 years, with a 15-day termination for convenience clause. This agreement is on contingency.

#### **FINAL ACTION TAKEN:**

A motion was made by Member Hagerty to approve the award of bid and make a recommendation to the Governing Board to approve the award. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for approval by the Governing Board the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP for hand surgery services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)

#### **DOCUMENTS SUBMITTED:**

- Group On-Call PSA Hand Surgery Specialist of Nevada (Young), LLP
- Disclosure of Ownership

#### DISCUSSION:

This is an agreement for the vendor to provide 24/7 emergency and on-call hand surgery services for UMC inpatients and outpatients. The term of the agreement is for 3 years with two 1-year options for renewal, and a 30-day out clause with written notice.

#### FINAL ACTION TAKEN:

A motion was made by Member Haase to approve the agreement and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 12 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Shopping Center Lease with Spring Valley Town Center Las Vegas, Nv, LLC; or take action as deemed appropriate. (For possible action)

#### **DOCUMENTS SUBMITTED:**

- Shopping Center Lease – Amendment 5

#### **DISCUSSION**:

This amendment will extend the term of the agreement for an additional five years, through June 30, 2030.

#### FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve the amendment and make a recommendation to the Board of Hospital Trustees to approve the amendment. Motion carried by unanimous vote.

At this time, the Committee returned to hear Items 5, 6, and 7.

## ITEM NO. 5 Receive the monthly financial reports for April FY25; and direct staff accordingly. (For possible action)

#### **DOCUMENTS SUBMITTED:**

April FY25 Financials

#### **DISCUSSION:**

Jennifer Wakem, Chief Financial Officer, presented the financials for April 2025.

Admissions were slightly above budget, observation cases below budget 249 cases, and ADC was 381. Length of stay decreased to 5.63 days, down 6.79% compared to prior year. Observation length of stay was .37 below budget. Hospital acuity was 1.88 and Medicare CMI was 1.90.

Inpatient surgeries were forty-six cases below budget. Outpatient surgeries were 106 cases above budget. There were 17 transplants. The overall ER conversion rate was 21%; ED to observation rate was 6.28% and ED to admission was 14.86%.

Quick cares were below budget 17%, and primary cares were over budget by 29%. There were 417 telehealth visits during the month. Ortho clinic visits were above budget by 38.5%, and there were 107 deliveries for the month.

Trended stats were compared to the 12-month average. Admissions were strong for the month. Length of stay was down. Observation cases were down 177 cases as compared to the 12-month average. Inpatient surgeries were below budget for the month, but above the 12-month average. Outpatient surgeries were up by 58 cases. The overall ED to admission was 21% and the ortho clinic had 3,039 visits. Payor mix trended was briefly reviewed. The income statement for the month of April showed net patient revenue was up, and other revenue was down slightly. Total operating revenue was \$88 million. Operating expenses were above budget 3.97%. EBIDTA was \$4.2 million for the month on a budget of \$2.8 million, which was \$1.4 million above budget.

The April YTD income statement was reviewed. EBITDA was \$32.6 million, on a budget of \$31.4 million, approximately \$1.2 million above budget.

Salaries were above budget \$762K. SWB per FTE was up slightly, primarily driven by the employment of physicians. All other expenses were up slightly, primarily due to supplies.

Key financial indicators were reviewed for profitability, labor, liquidity, and cash collections. In profitability, net to gross ratio was 18.3% and labor was up slightly. Liquidity was in the red. Day's cash on hand sits just below 2 months. Net days in AR was 72.2 days. The business office's cash collection goal was missed for the month. The point of service cash goal was met.

Organizational goals were reviewed. Currently, four of the five goals are being met. Action plans are in place to improve the goals that are not currently being met.

Finally, Ms. Wakem reviewed the cash flow statement for April and the FY25 balance sheet highlights.

#### **FINAL ACTION TAKEN:**

None taken

# ITEM NO. 6 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)

#### **DOCUMENTS SUBMITTED:**

- None

#### DISCUSSION:

Ms. Wakem provided the following updates:

State Budget and Projected Revenue: This is done every two years in line
with the legislative session. A projection of all estimated income and
expenses is based on the forecasted revenues, which is less than
anticipated. Due to a deficit in the Clark County budget, the County
Commissioners held a special meeting to vote to reallocate capital funds
and move them to the general fund.

#### FINAL ACTION TAKEN:

None taken

# ITEM NO. 7 Review and discuss the annual budget submission package to the County; and discuss any changes; and direct staff accordingly. (For possible action)

#### **DOCUMENTS SUBMITTED:**

PowerPoint

#### DISCUSSION:

Ms. Wakem briefly reviewed the annual budget package, which was submitted to the County in April. She highlighted the cash flow and income statement. The capital budget submitted is granular in detail. The total capital budget for FY2026 of \$48.9 million included service line enhancement, technology, patient safety, end of life equipment and the ReVITALize/masterplan.

#### FINAL ACTION TAKEN:

None taken

#### **SECTION 3: EMERGING ISSUES**

ITEM NO. 13 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)

None

At this time, Chair Caspersen asked if there were any public comment received to be heard on any items not listed on the posted agenda.

#### **COMMENTS BY THE GENERAL PUBLIC:**

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at 3:24 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Education – Denial Process	Back-up:						
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer							
Recommendation:								
That the Audit and Finance Committee receive an educational presentation from Kim Hart, Director of Patient Accounting, regarding the denial process at UMC; and direct staff accordingly. (For possible action)								

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Committee will receive an overview of UMC's denial process.

Cleared for Agenda June 18, 2025

Agenda Item #

4



# The **Highest Level of Care** in Nevada

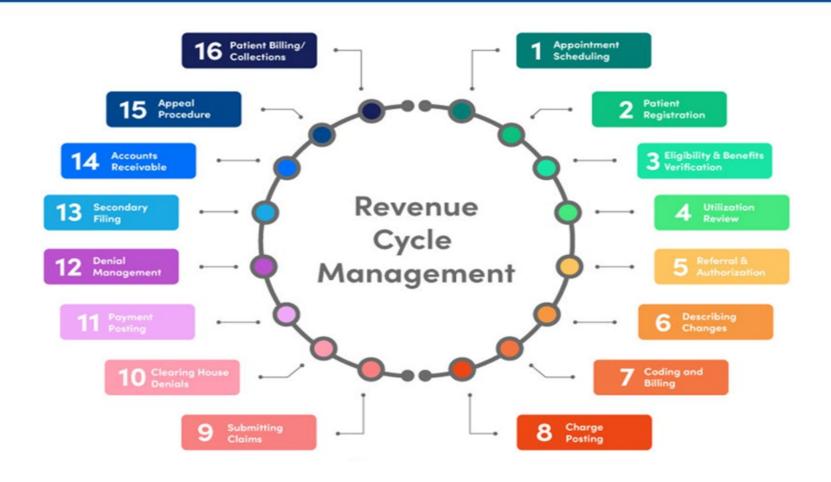


# What is a Denial?

A denial is when an insurance company refuses to pay or denies responsibility to pay for medical services or treatment that has been ordered or provided to their member.







Denials don't only occur after a claim has been processed by a third party carrier. They can originate almost anywhere within the Revenue Cycle.



# **Types of Denials**

#### Pre-Authorization

• Service is denied before being performed.

#### Concurrent

- Service is denied while the patient is in-house
  - Inpatient vs Observation
  - Medical Necessity
  - Level of Care

#### Claim

- Denial occurs after the claim submission
  - Technical
    - Denial due to non-clinical issues
      - NOA –Notice of Admission
      - Readmission within 30 Days
  - Clinical
    - Denial due to Medical Necessity or Level of Care

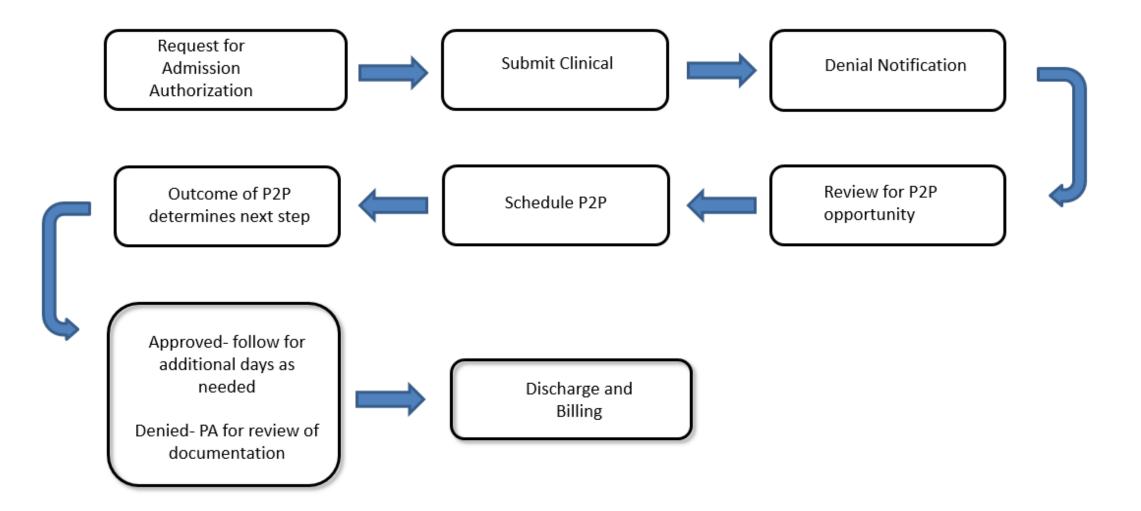
#### Post Payment

Denials that occur after payment is received.



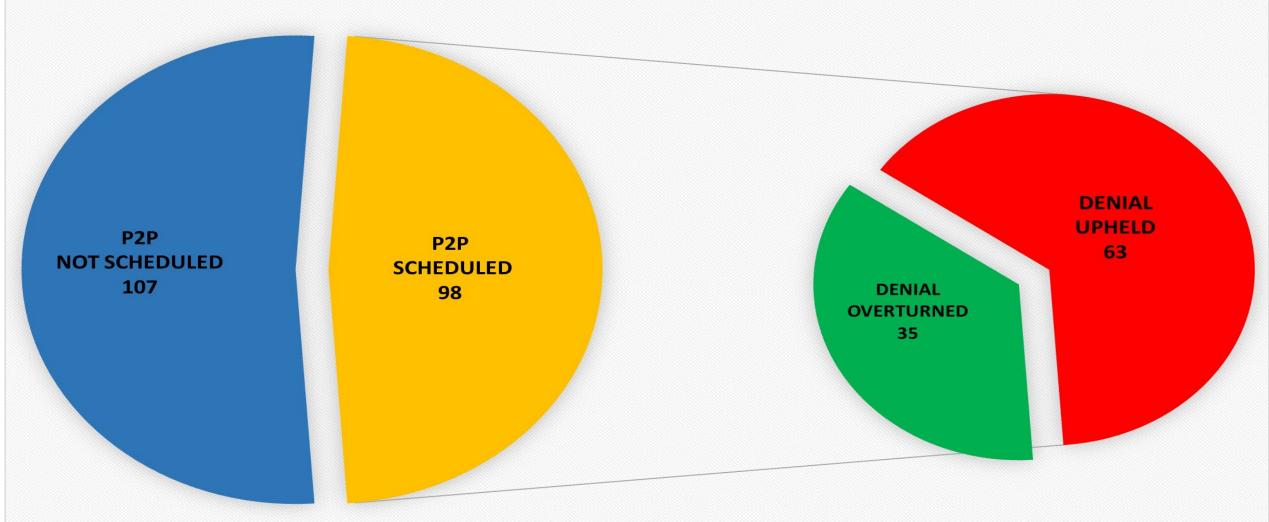


# **Concurrent Denials**

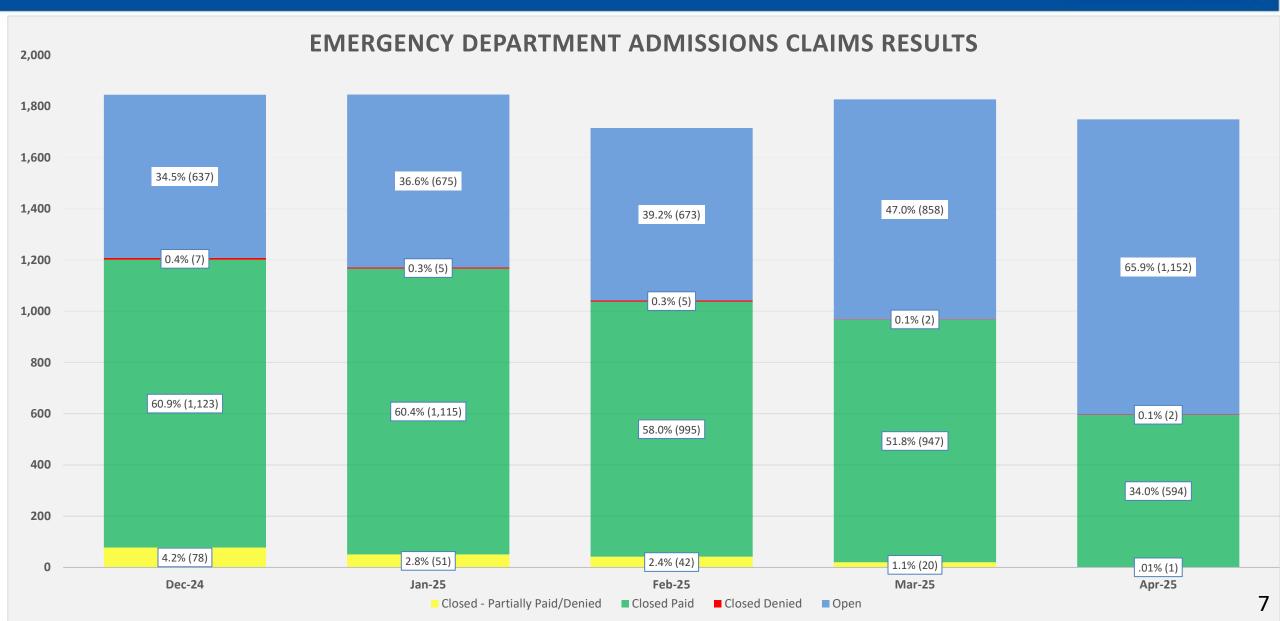




#### PAYOR COMMUNICATION AUTHORIZATION DENIALS - APRIL 2025









# Claim Denials





#### Clinical Denial CAS Codes

Charges do not meet qualifications for emergent/urgent care

Precertification/authorization/notification/pre-treatment absent

Based on the findings of a review organization or the payer's findings

These are non-covered services because this is not deemed a medical necessity by the payer

Payer deems the information submitted does not support this level of service

Referral absent

Payment adjusted because the payer deems the information submitted does not support this many/frequency of services

Level of care change adjustment

Services denied at the time authorization/pre-certification was requested

Precertification/notification/authorization/pre-treatment exceeded

#### **Technical Denial CAS Codes**

Claim/service lacks information or has submission/billing error(s)

The claim/service has been transferred to the proper payer/processor for processing

Non-covered charge(s)

This care may be covered by another payer per coordination of benefits

The benefit for this service is included in the payment/allowance for another service/procedure that has already been adjudicated

Service not payable per managed care contract

The time limit for filing has expired

Processed based on multiple or concurrent procedure rules

Information requested from the patient/insured/responsible party was not provided or was insufficient/incomplete

This service/equipment/drug is not covered under the patient's current benefit plan

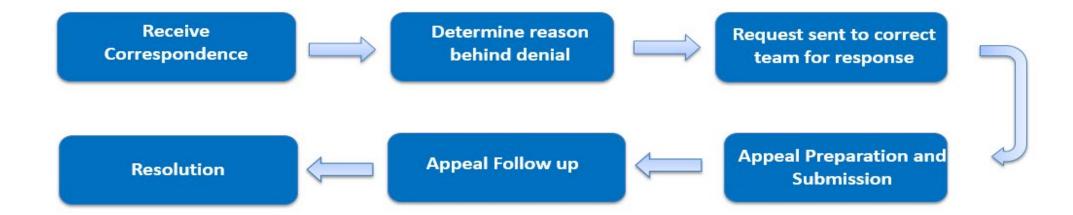


# **Appeal Process Timeframes**

Aetna	Aetna only allows two appeals if initiated within 90 days from the EOB receipt date. Aetna takes a			
Aetha	minimum 60 days to review and reply. UMC then has 30 days to file 2nd appeal.			
Anthem BCBS	Anthem provides one reconsideration we have 60 days from the original remit date to dispute. If allowed			
Anthem BCBS	then UMC has two appeal attempts. Anthem takes 45-60 to process and reply.			
	Anthem Medicare provides no reconsideration disputes and all attempts will be addressed as an appeal.			
Anthem Medicare/Medicaid	We have two appeal levels and appeals are due within 60 days from the remit date. Anthem averages 30-			
	45 days from our submission with their decision.			
	HPN, SHL, and SHO allow UMC 90 days to submit our dispute from date of payment; they turn the reply			
	around in 30-45 days. If UMC feels a second appeal is warranted, we are allowed 60 days from the date of			
HPN-SHL-SHO	decision to submit the additional information. This payer group presents additional challenge as the CAS			
	code are not used in a standard format so the UMC has to scrub the claim and determine the actual denial			
	prior to addressing the appropriate action.			
IIIIC Na diasas Advantas	UHC Medicare provides one reconsideration/appeal. We have 90 days from the remit date. UHC averages			
UHC Medicare Advantage	45 to 60 days from our submission with their decision.			
Onture Commercial	Optum provides one reconsideration/appeal. We have 90 days from the remit date. Optum averages 45-60			
Optum Commercial	days for their reply.			

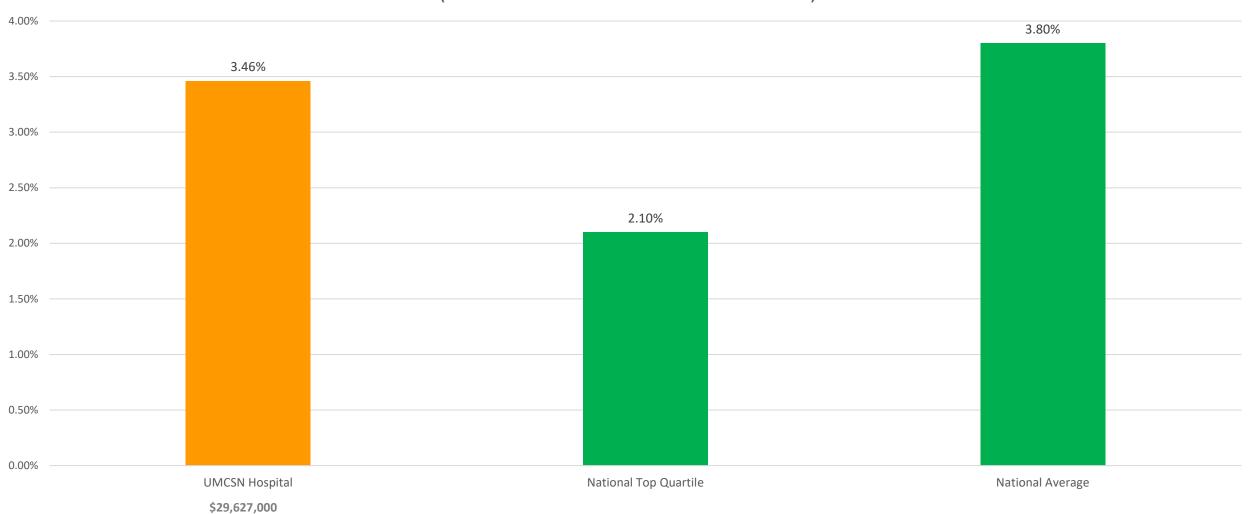


# Post Payment Denial



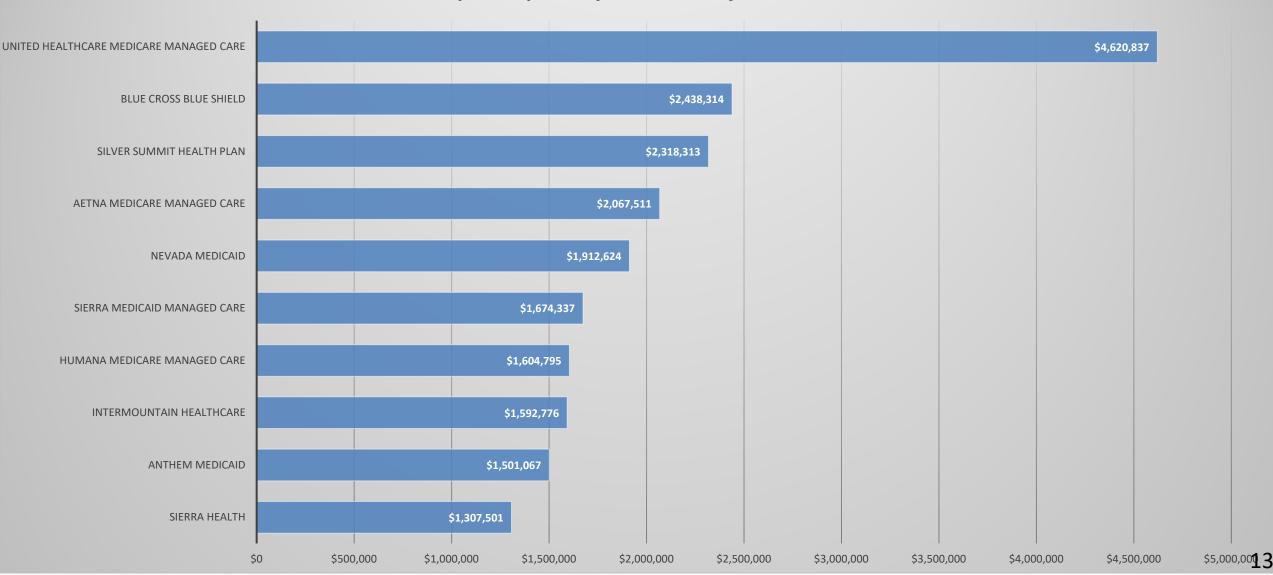


# Hospital Denial Write-Off Performance (as % of Net Patient Revenue for CY2024)





### **UMC Hospital Top 10 Payors Denial Adjustments - CY2024**





# **Denial Prevention**

- Denials are reviewed for trends/root cause
- Discussed with payers on monthly claims calls and JOC meetings
- Escalate to Managed Care for contractual issues
- Reviewed monthly during Revenue Cycle Committee
- Denials are sent to Departments/Groups
- Education to providers on documentation improvements

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Monthly Financial Reports for May FY25	Back-up:					
Petitioner:	Jennifer Wakem, Chief Financial Officer						
Decommendation							

#### Recommendation:

That the Governing Board Audit and Finance Committee receive the monthly financial report for May FY25; and direct staff accordingly. (For possible action)

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Chief Financial Officer will present the financial report for MayFY25 for the committee's review and direction.

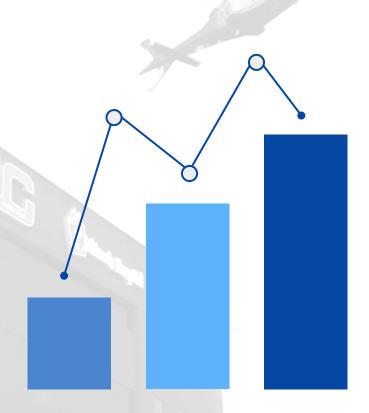
Cleared for Agenda June 18, 2025

Agenda Item#



# May 2025 Financials

**AFC Meeting** 



### KEY INDICATORSMAY



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,823	18,595	228	1.23%	18,211	612	3.36%
Total Admissions	2,079	2,111	(32)	(1.49%)	1,966	113	5.75%
Observation Cases	710	927	(217)	(23.41%)	927	(217)	(23.41%)
ADC	370	384	(15)	(3.87%)	370	(1)	(0.22%)
ALOS (Admits)	5.38	5.65	(0.27)	(4.70%)	6.22	(0.84)	(13.50%)
ALOS (Obs)	0.99	1.31	(0.32)	(24.44%)	1.31	(0.32)	(24.44%)
Hospital CMI	1.85	1.85	(0.01)	0.00%	1.93	(0.09)	(4.15%)
Medicare CMI	1.86	2.04	(0.18)	(8.82%)	2.19	(0.33)	(15.08%)
IP Surgery Cases	866	879	(13)	(1.48%)	827	39	4.72%
OP Surgery Cases	700	636	64	10.06%	630	70	11.11%
Transplants	17	16	1	6.25%	16	1	6.25%
Total ER Visits	9,663	9,338	325	3.48%	9,470	193	2.04%
ED to Admission	14.67%	-	-	-	12.08%	2.59%	-
ED to Observation	6.79%	-	-	-	10.13%	(3.34%)	-
ED to Adm/Obs	21.46%	-	-	-	22.21%	(0.74%)	-
Quick Cares	15,921	20,335	(4,414)	(21.71%)	17,803	(1,882)	(10.57%)
Primary Care	7,289	7,326	(37)	(0.50%)	7,753	(464)	(5.98%)
UMC Telehealth - QC	357	499	(142)	(28.48%)	566	(209)	(36.93%)
OP Ortho Clinic	2,806	2,183	623	28.52%	2,141	665	31.06%
Deliveries	129	94	35	37.47%	82	47	57.32%

### TRENDING STATS



	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	12-Mo Avg	Var
APDs	18,211	18,364	18,939	19,364	18,169	19,079	17,105	19,071	19,888	17,645	19,715	18,649	18,823	18,683	140
Total Admissions	1,966	1,861	1,897	1,923	1,829	1,911	1,855	2,142	2,164	2,019	2,117	2,036	2,079	1,977	102
Observation Cases	927	1,001	871	848	926	882	808	742	724	635	668	651	710	807	(97)
ADC	370	382	386	389	372	370	359	389	404	398	400	381	370	383	(14)
ALOS (Adm)	6.22	5.57	6.16	6.24	6.23	6.08	5.90	5.62	5.87	5.42	5.65	5.63	5.38	5.88	(0.50)
ALOS (Obs)	1.31	1.44	1.41	1.37	1.30	1.23	1.20	1.03	0.92	0.87	0.91	0.92	0.99	1.16	(0.17)
Hospital CMI	1.93	1.92	2.03	1.90	1.90	1.99	1.84	1.77	1.82	1.77	1.81	1.88	1.85	1.88	(0.03)
Medicare CMI	2.19	2.06	2.15	2.64	2.13	2.01	1.99	1.91	2.22	2.08	2.12	1.90	1.86	2.12	(0.25)
IP Surgery Cases	827	800	841	857	836	898	740	786	816	813	832	831	866	823	43
OP Surgery Cases	630	590	674	660	661	770	637	629	718	693	696	720	700	673	27
Transplants	16	18	15	17	19	15	15	17	13	20	15	17	17	16	1
Total ER Visits	9,470	8,753	8,688	8,951	8,949	9,076	8,907	10,010	9,564	8,625	9,685	9,585	9,663	9,189	474
ED to Admission	12.08%	11.89%	13.43%	12.99%	12.09%	12.68%	12.91%	13.56%	14.38%	16.32%	14.98%	14.86%	14.67%	13.51%	1.16%
ED to Observation	10.13%	11.50%	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%	7.08%	6.75%	6.21%	6.28%	6.79%	8.54%	(1.75%)
ED to Adm/Obs	22.21%	23.40%	23.42%	22.72%	22.10%	21.65%	21.78%	20.47%	21.46%	23.07%	21.19%	21.14%	21.46%	22.05%	(0.59%)
Quick Care	18,369	15,538	14,205	15,840	15,678	16,516	17,282	21,610	21,066	17,943	18,862	17,245	15,921	17,513	(1,592)
Primary Care	7,753	7,052	7,423	7,903	6,894	7,772	6,300	6,759	8,108	7,198	7,705	8,055	7,289	7,410	(121)
UMC Telehealth - QC	566	503	468	490	456	410	535	540	620	476	444	417	357	494	(137)
OP Ortho Clinic	2,141	1,759	2,103	1,688	1,961	2,354	2,134	2,458	2,522	2,529	2,649	3,039	2,806	2,278	528
Deliveries	82	126	103	119	104	99	110	106	137	92	100	107	129	107	22

## Payor Mix Trend



#### IP- Payor Mix 12 Mo May- 25

Fin Class	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	12-Mo Avg	May to Avg Var
Commercial	17.48%	13.69%	15.50%	17.20%	17.56%	18.12%	15.34%	16.95%	16.52%	17.76%	17.75%	18.10%	17.40%	16.83%	0.57%
Government	3.58%	4.19%	4.39%	5.38%	4.30%	4.15%	4.16%	4.26%	3.95%	4.12%	3.29%	3.25%	4.34%	4.09%	0.26%
Medicaid	40.11%	43.05%	44.78%	43.06%	41.22%	40.76%	40.72%	41.55%	40.63%	42.60%	41.26%	41.89%	43.19%	41.80%	1.39%
Medicare	34.07%	31.89%	29.78%	29.48%	31.56%	32.04%	33.44%	32.35%	34.73%	30.62%	31.99%	31.76%	30.55%	31.98%	(1.43%)
Self Pay	4.76%	7.18%	5.55%	4.88%	5.36%	4.93%	6.34%	4.89%	4.17%	4.90%	5.71%	5.00%	4.52%	5.31%	(0.79%)

#### Payor Mix by Type 12 Mo Avg May- 25

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	16.83%	18.47%	21.18%	32.70%
Government	4.09%	5.58%	5.46%	6.18%
Medicaid	41.80%	48.29%	36.77%	33.83%
Medicare	31.98%	16.19%	31.87%	25.36%
Self Pay	5.31%	11.48%	4.72%	1.94%

### SUMMARY INCOME STATEMENTAY



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$456,254,113	\$454,105,669	\$2,148,444	0.47%	
Net Patient Revenue	\$86,477,587	\$81,681,476	\$4,796,111	5.87%	
Other Revenue	\$3,445,498	\$3,515,312	(\$69,814)	(1.99%)	
Total Operating Revenue	\$89,923,084	\$85,196,787	\$4,726,297	5.55%	
Net Patient Revenue as a % of Gross	18.95%	17.99%	0.97%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$90,547,472	\$86,232,748	\$4,314,723	5.00%	
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$624,388)	(\$1,035,961)	\$411,574	39.73%	
Add back: Depr & Amort.	\$4,288,055	\$3,836,865	\$451,190	11.76%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$3,663,667	\$2,800,904	\$862,764	30.80%	
EBITDA Margin	4.07%	3.29%	0.79%	-	

### SUMMARY INCOME STATEMENTO MAY



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,975,337,930	\$4,857,558,673	\$117,779,257	2.42%	0
Net Patient Revenue	\$917,385,582	\$887,796,387	\$29,589,196	3.33%	
Other Revenue	\$46,101,982	\$39,002,193	\$7,099,789	18.20%	
Total Operating Revenue	\$963,487,565	\$926,798,580	\$36,688,985	3.96%	
Net Patient Revenue as a % of Gross	18.44%	18.28%	0.16%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$972,753,058	\$936,330,616	\$36,422,442	3.89%	
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$9,265,493)	(\$9,532,036)	\$266,543	2.80%	
Add back: Depr & Amort.	\$45,520,063	\$43,725,551	\$1,794,512	4.10%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$36,254,569	\$34,193,515	\$2,061,054	6.03%	
EBITDA Margin	3.76%	3.69%	0.07%	-	

### SALARY & BENEFIT EXPENSIZAY



	Actual	Budget	Variance	% Variance	
Salaries	\$37,356,346	\$36,137,745	\$1,218,602	3.37%	
Benefits	\$16,916,869	\$15,864,170	\$1,052,699	6.64%	
Overtime	\$728,218	\$1,053,428	(\$325,210)	(30.87%)	
Contract Labor	\$1,384,428	\$1,701,679	(\$317,251)	(18.64%)	0
TOTAL	\$56,385,862	\$54,757,022	\$1,628,839	2.97%	•
Paid FTEs	3,904	4,055	(151)	(3.73%)	
Paid FTEs (Flex)	3,904	4,000	(96)	(2.40%)	
SWB per FTE	\$14,443	\$13,503	\$940	6.96%	
SWB/APD	\$2,996	\$2,945	<b>\$51</b>	1.73%	•
SWB % of Net	65.20%	67.04%	-	(1.83%)	
AEPOB	6.43	6.76	(0.33)	(4.90%)	

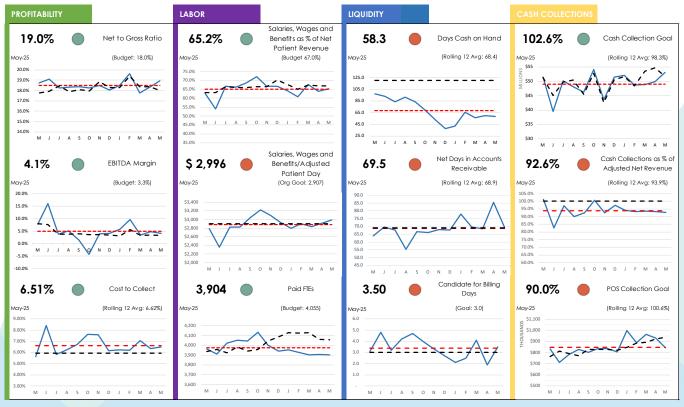
### **EXPENSES MAY**



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,396,036	\$2,335,576	\$60,460	2.59%	
Supplies	\$17,406,304	\$15,633,556	\$1,772,748	11.34%	•
Purchased Services	\$7,148,013	\$6,655,851	\$492,162	7.39%	
Depreciation	\$2,593,432	\$2,275,078	\$318,354	13.99%	•
Amortization	\$1,694,623	\$1,561,787	\$132,836	8.51%	
Repairs & Maintenance	\$1,088,371	\$950,750	\$137,621	14.48%	•
Utilities	\$470,260	\$820,958	(\$350,698)	(42.72%)	
Other Expenses	\$1,179,726	\$1,089,228	\$90,498	8.31%	•
Rental	\$184,844	\$152,941	\$31,903	20.86%	
Total Other Expenses	\$34,161,610	\$31,475,726	\$2,685,884	8.53%	•

### KEY FINANCIAL INDICATOR MAY





# ORGANIZATIONAL GOALS FINANCE/OPERATIONS MANUSCRIPT MEDICAL CENTER

	QI	Q2	Q3	Apr	May	YTD	Target
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	\$8,798,191	\$3,063,048	\$16,512,797	\$4,216,866	\$3,663,667	\$36,254,569	\$34,193,515
Home ALOS with a target equal to or less than 4.25	4.52	4.18	4.18	4.13	3.96		4.25
ED to Observation target of 8.3%	9.91%	8.25%	6.68%	6.28%	6.79%		8.30%
Labor utilization with a target equal to or less than SWB							
per APD of \$2,907 or Adjusted EPOB of 6.64							
SWB per APD of \$2,907	\$2,898	\$3,084	\$2,845	\$2,910	\$2,996		\$2,907
Adjusted EPOB of 6.64	6.62	6.70	6.18	6.29	6.43		6.64
OR First Case On Time Start (FCOTS): Target is 80%	61.40%	64.79%	70.64%	78.95%	80.82%		80.00%

# **FY25 CASH FLOW**



	May 2025	April 2025	March 2025	YTD of FY2025	
Operating Activities					
Cash received from patients and payors	91,915,563	94,731,908	54,279,767	850,146,628	
Cash paid to vendors	(32,429,225)	(37,461,388)	(31,867,301)	(391,651,342)	
Cash paid to employees	(63,132,477)	(49,232,796)	(48,780,189)	(554,003,156)	
Other operating receipts/(disbursements)	2,569,838	2,685,669	4,259,865	41,262,840	
Net cash provided by/(used in) operations	(1,076,300)	10,723,393	(22,107,858)	(54,245,031)	
Incompliant A all all a					
Investing Activities	(0.110.074)	(1.0/4.2/0)	(2.004.500)	(21.001.007)	
Purchase of property and equipment, net	(2,118,864)	(1,064,260)	(3,294,522)	(31,921,826)	
Interest received	588,657	365,456	399,918	10,700,570	
Addition/ (reduction) from/ (to) donor-restricted cash	1 025 251	7 2 42 5 / 4	- ( 070 002	25.007.047	
Addition/ (reduction) from/ (to) internally designated cash	1,035,351	7,343,564	6,072,983	35,096,247	
Net cash provided by/(used in) investing activities	(494,856)	6,644,760	3,178,380	13,874,991	
Financing Activities					
From/(to) Clark County	_	_	4	-	
Unrestricted donations and other	_	_		_	
Borrowing/(repayment) of debt	_	_	_	-	
Interest paid	_	_	_	-	
Other	_	_	_	(2)	
Net cash provided by/(used in) financing activities	-	-		(2)	
Increase/(decrease) in cash	(1,571,156)	17,368,153	(18,929,478)	(40,370,042)	
Cash beginning of period	88,258,017	70,889,863	89,819,342	127,056,902	
Cash end of period	86,686,860	88,258,017	70,889,863	86,686,860	
Unrestricted cash	86,686,860	88,258,017	70,889,863	86,686,860	
Cash restricted by donor	4,364,523	4,340,762	4,210,246	4,364,523	11
Internally designated cash	80,819,429	81,854,779	89,198,343	80,819,429	27 - 5 016
				Pag	e 37 of 216

# **FY25BALANCE SHEET HIGHLIGHTS**



	Mo	ay 2025	Αŗ	or 2025	M	ar 2025
CASH						
Unrestricted Restricted by donor	\$	86.7 4.4	\$	88.3 4.3	\$	70.9 4.2
Internally designated		80.8		81.9		89.2
	\$	171.9	\$	174.5	\$	164.3
NET WORKING CAPITAL	\$	198.5	\$	201.7	\$	194.4
NET PP&E	\$	298.9	\$	296.8	\$	296.9
LONG-TERM DEBT	\$	-	\$	-	\$	-
NET PENSION LIABILITY	\$	716.8	\$	716.8	\$	716.8
NET POSITION	\$	(201.8)	\$	(201.5)	\$	(201.9)

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	CFO Update	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendat	tion:	
	dit and Finance Committee receive an update report from the Chief ccordingly. (For possible action)	Financial Officer; and

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda June 18, 2025

Agenda Item#

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	FY2026 Proposed Organizational Goals	Back-up:					
Petitioner:	Jennifer Wakem, Chief Financial Officer						
Recommendat	Recommendation:						
Organization	verning Board Audit and Finance Committee receive an update on the hal Performance Goals related to the UMC Governing Board Audit an aff accordingly. (For possible action)	-					

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Committee will receive an update regarding the FY26 proposed goals.

Cleared for Agenda June 18, 2025

Agenda Item#



# Proposed Organizational Goals

FY 2026



## FY 2026 PROPOSED ORGANIZATION ALS



- Exceed the fiscal year budgeted EBITDA
- 2. Achieve and sustain an ALOS at or below 5.54 days by Q4
- Design, obtain approval for, and fully operationalize the Medicaid Managed Care IME supplemental payment program by Q4
- 4. Achieve labor efficiency via improved staffing models, targeting a Salary-Wages-Benefits (SWB) per APD of <\$3,141 or Adjusted EPOB <6.66
- 5. Develop and execute a revenue capture initiative to improve NPSR by \$10M, focused on denial reduction and documentation accuracy

Audit and Finance Committee Agenda 6/18/2025

	Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)									
Item#	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order		This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
8	NRS 332.115(1)(f)	No	Optum Health Networks, Inc.	3rd Amendment to Hospital Services Agreement	Yes	6/1/2025 - 6/30/2025	120 w/out cause	Revenue based on volume	Mangaged Care	Amendment to extend the expiration date through June 30, 2025 while the parties negotiate terms of a new master agreement.

#### Audit and Finance Committee Agenda 6/18/2025

	Agreements with a P&L Impact											
Item#	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract / Amendment /Exercise Option/ Change Order	Are Terms/Conditi ons the Same?	This Contract Term	Out Clause	Contract Value	Capital / Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
9	RFP 2018-01 Food Services and Clinical Nutrition Mgmt Services	No	Compass Group USA, Inc.	Amendment	No	Through 12/31/2025	90 days without cause	Additional \$230,859.00	N/A	Increase of \$230,859.00	CSC	This Sixth Amendment adds food services for UMC's patients at the Crisis Stabilization Center at 5409 East Lake Mead Blvd. at an additional cost of \$230,859.00. All other terms of the Agreement remain unchanged. The Amendment needed to be signed immediately to begin services at the CSC on June 23, 2025, opening day.
10	NRS 450.525 and 450.530	GPO	Service Management Systems, Inc.	New Contract	NA	7/6/2025 - 7/5/2026 with Two 1-Year Options to Extend	30 days for convenience	\$2,311,137,.60	NA	NA	EVS	This request is to approve the Janitorial Services Agreement with Service Management Systems, Inc. at UMC's ambulatory and business office facilities. The Agreement term is from July 6, 2025, through March 31, 2026, unless terminated with a 30-day written notice. The Agreement has the option to extend for two 1-year terms. Staff also requests authorization for the Chief Executive Officer to exercise the renewal options if deemed beneficial to UMC.
11	NRS 332.115(1)(b)	No	Real Radiology, LLC	New Contract	N/A	One (1) year with two (2) annual auto-renewals unless terminated	90 days prior to end of initial term to terminate auto- renewal; 180 days without cause after initial term	\$240,000 monthly; Estimated NTE \$3,000,000 per year	N/A	N/A		This request is to enter into a new Professional Services Agreement ("Agreement") with Real Radiology, LLC ("Provider") to provide radiological interpretation services including all requested read interpretations, including but not limited to, the modalities of diagnostic imaging, fluoroscopy, ultrasound, CT, nuclear medicine and MRI.
12	NRS 332.115(1)(h)	No	SailPoint Technologies, Inc.	New Contract	N/A	3 Years	Budget Act and Fiscal Fund Out	\$991,530	N/A	N/A	IS-Dev	This request is to execute the new Agreements with SailPoint Technologies, Inc. for the Identity Security Cloud Software. This software is essential for managing identity and account onboarding at UMC using Role-Based Access Control (RBAC). Without it, account creation processes would be more error-prone and time-consuming. Once the full transition to SailPoint is complete, account creation times will be significantly reduced, and redundant work will be eliminated, improving overall efficiency. UMC will compensate SailPoint S991,530 for three (3) years from June 30, 2025, through June 29, 2028.
13	N/A	No	AHP of Nevada, Inc.	New Contract	N/A	10 Years	Budget Act and Fiscal Fund Out/Termination Fee	\$27,196,717.20 total monthly base rent; \$1,923,916 total adjustments = \$29,120,633.20 aggregate total	N/A	N/A	Various	This request is to approve a new Lease Agreement with AHP of Nevada, Inc. for approximately 74,310 rentable square feet at the Delta Point Office Complex located at 901 Rancho Drive, Las Vegas, Nevada 89106. UMC has leased space in this complex since around 2006 for various departments, including Transplant, Business Office, Ambulatory Services, Information Technology (IT), and Human Resources. Approving this lease will enable UMC to continue accommodating these functional units at this convenient location, directly across the street from UMC's main campus.  The Lease term is for ten (10) years effective on the Lease Commencement Date. UMC has a right of first offer to purchase should Landlord provide notice that the building is available for purchase.

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Ratification of the Third Amendment to the Hospital Services Agreement with Optum Health Networks, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Third Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. (For possible action)

#### **FISCAL IMPACT:**

Fund Number: 5430.011 Fund Name: UMC Operating Fund

Fund Center: 3000850000 Funded Pgm/Grant: N/A

Description: Managed Care Services

Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance

Term: Amendment 3 – Extend from June 1, 2025 – June 30, 2025

Amount: Revenue based on volume Out Clause: 120 business days w/o cause

#### **BACKGROUND:**

UMC entered into a Hospital Services Agreement dated March 1, 2021 with Optum Heath Networks, Inc. to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement was amended on March 1, 2023 to extend the Term and remove mention of previous name 'LifePrint Health'. The Second Amendment to the Agreement, effective as of March 1, 2025, extended the expiration date through May 31, 2025 while the parties negotiated new terms.

This request is to approve an Amendment to the Agreement which extends the current expiration date through June 30, 2025 while the parties further negotiate new terms. Ratification was necessary as the parties require additional time to finalize a new Agreement.

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.

Cleared for Agenda June 18, 2025

Agenda Item#

# AMENDMENT THREE TO THE HOSPITAL SERVICES AGREEMENT

This Amendment Three to the Hospital Services Agreement (the "Amendment") is made and entered into, to be effective as of March 1, 2025 by and between Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.) ("OptumCare") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, ("Hospital") (collectively referred to herein as the "Parties"). All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement (defined below).

#### **RECITALS**

WHEREAS, the Parties entered into that certain Hospital Services Agreement, dated March 1, 2021, whereby Hospital agreed to provide Hospital Services to OptumCare Members, who have selected or been assigned to OptumCare to receive certain Covered Services (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to the extent and as provided in this Amendment as follows:

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the Parties hereto have agreed and do hereby agree as follows:

- 1. **Article VII, Section 7.1 Term of Agreement** shall be extended expiring on June 30, 2025. Both parties agree to work in good faith to negotiate new terms with an effective date of March 1, 2025.
- 2. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.
- 3. <u>Miscellaneous</u>. This amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Provider. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment effective as of the date set forth above.

"HOSPITAL"

**Optum Health Networks, Inc. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** By: By: John C. Rhodes, MD Mason Van Houweling **Print Name Print Name** President & CEO CEO Title Title May 27, 2025 May 29,2025 Date Date 1800 West Charleston Blvd Address Las Vegas, NV 89102 City, State Zip Code 88-6000436 Tax I.D. Number

"OPTUMCARE"

#### DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Pl	ease select one	9)							
□ Sole □ Partne		Limited Liability	□ Corporation	☐ Trus	t Non-Profit	☐ Other			
Proprietorship  Business Designation Gr	,   C	ompany			Organization				
	WBE	SBE	PBE		□VET	□DVET [		□ESB	
Minority Business Wor Enterprise Busi	men-Owned iness erprise	Small Business Enterprise	Physically Ch Business Ent		Veteran Owned Business	Disa	abled Veteran ned Business	Emerging Small Business	
Number of Clark C	ounty Neva	da Residents	Employed:	2,154					
Corporate/Business Enti	ty Name: O	ptum Health Netwo	rks, Inc. (f/k/a Life	Print Healt	th, Inc.)				
(Include d.b.a., if applica	ble) O	ptumCare							
Street Address:	27	716 N. Tenaya Way	1		Website: www.optum.co	<u>om</u>			
City, State and Zip Code:		as Vegas, NV 8912	8		POC Name: Simone Coo Email: simone.cook1@o			tracting	
Telephone No:	(7	02) 242-7713			Fax No: (855)-275-4390				
Nevada Local Street Add	ress:				Website:				
(If different from above)									
City, State and Zip Code	:				Local Fax No:				
Local Talanhana Na					Local POC Name:				
Local Telephone No:					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.								individuals with	
Full N	Name	Title				% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)			
Collaborative Care Holdings,	, LLC					100%			
OptumHealth Holdings, LLC						100%			
Optum, Inc.							100%		
United Healthcare Services,	Inc.					100%			
UnitedHealth Group Incorpor	rated					Public	ly Traded		
This section is not require  1. Are any individual men employee(s), or appoir  ☐ Yes ☒ N	nbers, partners, conted/elected official	owners or principals, al(s)? please note that Un	involved in the busi	ness entity	orporation?   Yes  a University Medical Central  uthern Nevada employee(s her contracts, which are not	er of So ), or ap	pointed/elected of	icial(s) may not	
	nbers, partners, o	wners or principals h	nave a spouse, regi	istered don	nestic partner, child, parent	, in-law	or brother/sister, h	nalf-brother/half-	
Sister, grandchild, gran	' '	•			m on Page 2. If no, please	•	( )	:	
I certify under penalty of perj Southern Nevada Governing form.	jury, that all of the	e information provide	ed herein is current,	complete,	and accurate. I also unders	tand tha	at the University M		
DCI andr	CON C		John C. Rhodes, MD						
Signature			Print Name						
President & CEO			April 23, 2025						
Title			Date 1						

### **DISCLOSURE OF RELATIONSHIP**

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

Authorized Department Representative

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			
* UMC employee means an	employee of University Medica	al Center of Southern Nevada	
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	ationship by marriage.	
"To the second degree of of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as
Spouse – Registered	d Domestic Partners – Childrer	n – Parents – In-laws (first deg	ree)
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)
For UMC Use Only:			
If any Disclosure of Relationship is r	noted above, please complete the follo	owing:	
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in the co	ontracting/selection process for this pa	rticular agenda item?
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in any w	ay with the business in performance o	of the contract?
Notes/Comments:			
Signature			
- <del></del>			

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Sixth Amendment to Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) with Compass Group USA, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Sixth Amendment to Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) with Compass Group USA, Inc.; and take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000834000 Funded Pgm/Grant: N/A Description: Food Services and Clinical Nutrition Management Services Agreement

Bid/RFP/CBE: N/A - no fiscal impact on Hospital

Term: June 23, 2025 - December 31, 2025

Amount: Additional \$230,859.00 Out Clause: 90 days w/o cause

#### **BACKGROUND:**

On January 1, 2019, UMC contracted with Compass Group USA, Inc. ("Compass") to provide retail food service at UMC's main campus, as well as patient food service, catering, and clinical nutritional programs.

This Sixth Amendment adds food services for UMC's patients at the Crisis Stabilization Center at 5409 East Lake Mead Blvd. at an additional cost of \$230,859.00. All other terms of the Agreement remain unchanged. The Amendment needed to be signed immediately to begin services at the CSC on June 23, 2025, opening day.

UMC's Executive Director of Support Services has reviewed the Amendment and recommends ratification by the Governing Board. This Amendment was approved as to form by UMC's Office of General Counsel.

Compass Group USA, Inc. has a Clark County Business License.

Cleared for Agenda June 18, 2025

Agenda Item #

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# SIXTH AMENDMENT TO AGREEMENT FOR FOOD SERVICES AND CLINICAL NUTRITION MANAGEMENT SERVICES (LOT 2) RFP 2018-01 BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA AND COMPASS GROUP USA, INC.

This Sixth Amendment ("Amendment") is made effective as of June 23, 2025 (the "Amendment 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 ("HOSPITAL"), and COMPASS GROUP USA, INC., a Delaware corporation ("COMPANY").

#### **RECITALS**

WHEREAS, HOSPITAL and COMPANY entered into an Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) RFP 2018-01 dated December 12, 2018, as amended (the "Agreement");

WHEREAS, the parties desire to add Services to the Hospital's Crisis Center.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. The table in Section 2 (Location(s)) of Exhibit A (Statement of Work) shall be amended to add the following location:

Location	Address	Services Provided
Crisis Center	5409 East Lake Mead Boulevard,	Meal Services
	Las Vegas, NV 89156	Ivieal Services

- 2. Exhibit A-1 FNS Services, 1.4 Scope of Services is amended to add the following:
  - (xxii) Crisis Center Scope of Services. Company shall provide the meal services described in this subsection to the Crisis Center (those services, the "Meal Services"). If there is a conflict between the terms of this Subparagraph (xxii) and the scope of services terms in the rest of this Agreement, the terms of this Subparagraph (xxii) control for the Crisis Center.
    - (A) Company Responsibilities at Crisis Center. The Company will furnish all personnel needed to perform the Meal Services at the Crisis Center ("Company Personnel"). Company shall charge Hospital for the Wages and Salaries it incurs for the Company Personnel, including the applicable Fringe Rate, as part of the Per Patient Day Rate in Section 2.2(a)(i) below. Company Personnel shall order the requisite food and supplies needed to prepare food items for breakfast, lunch, and dinner, seven days per week, at the Crisis Center for the Hospital's patients. Additionally, Company shall purchase and have an adequate inventory of mutually agreed upon snacks

available for the Hospital's patients, as well as provide mutually agreed upon meal kits for emergency medical service first responders.

- (B) Hospital Responsibilities at Crisis Center. Hospital shall provide the following items or services needed to perform the Services at no cost to Company:
  - (1) telephone service (local and long distance);
  - (2) high speed/broadband internet access;
  - (3) all utilities (water, electric, HVAC, gas, etc.);
  - (4) grease removal (if applicable);
  - (5) pest control;
  - (6) trash removal (Company will remove trash to the dumpster; Hospital will be responsible for subsequent waste disposal);
  - (7) cleaning and maintenance;
  - (8) repair and replacement of equipment; and
  - (9) repair of the structural areas of the Location.
- 3. Subsection 2.2.a. of Exhibit A-1 (FNS Services) to the Agreement is hereby amended to add a new subparagraph (i) which states as follows:
  - (i) Per Patient Day Rate Crisis Center. Notwithstanding paragraph (a), the initial Per Patient Day Rates for the Crisis Center are set forth in the table below and will be charged to Hospital based on the applicable number of actual patient days in that month, except that Hospital shall pay Company a minimum charge of \$37.35 per patient day based on a minimum of ten (10) patients each day even if Hospital has an actual patient day count of less than 10 for that month.

Per Patient Day Rate	Patient Days
\$37.35	Minimum of 10 patient days
\$21.14	11 – 25 patient days
\$18.07	26 – 35 patient days

- 4. Subsection 2.4.a. of Exhibit A-1 (FNS Services) to the Agreement is hereby amended to add a new subparagraph (i) which states as follows:
  - (i) <u>Capped Items Crisis Center</u>. Notwithstanding paragraph (a), Company's Per Patient Day Rate for the Crisis Center includes certain items or services up to the amount of an annual cap. If costs incurred during an applicable annual period are in excess of the amount of an applicable cap, then Company will be entitled to charge the Hospital in accordance with the "Company Charge to Hospital" column for that item or services. An "annual period" for the purpose of this paragraph shall mean the twelve (12) month period after the Amendment Effective Date.

Capped Item	Annual Cap	Company's Charge to Hospital
Floor Stocks	\$15,330	At Invoice Price
First Responder	\$2,831	\$2.77 per meal
Meals	λ <b>2</b> ,031	72.77 per medi
Total	\$18,161	

- 5. The first sentence of Subsection II(A) (Compensation) is deleted in its entirety and replaced with the following language: "HOSPITAL agrees to pay COMPANY for the performance of Services described in Exhibit A (Statement of Work) not to exceed amount of \$6,708,712 annually for the Services."
  - 6. Section II(A) (Compensation) is amended to add the attached Schedule 1 Cost Summary.
- 7. All other terms, conditions, and stipulations contained in the Agreement shall remain in full force and effect and without any change or modifications whatsoever, except in the event of any conflict between this Amendment and the Agreement, this Amendment will control. This Amendment may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment on the dates set forth below to be effective as of the Amendment Effective Date.

COMPA	SS GROUP USA, INC.	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Ву:	Signed by:  Bobby Euttlu  818573ED44D24D8	By: Masmunttowally
Name:	Robert H. Kutteh	Name: Mason Van Houweling
Title:	CEO – Compass One Healthcare	Title: Chief Executive Officer
Date:	6/3/2025	Date: 6/6/25

#### Schedule 1 Cost Summary

SNAPSHOT SUMMARY		MHFS		
Food Cost		\$118,603		
Total MHFS Labor Cost	\$84,879			
Total Client Labor Cost		\$0		
Total Labor Cost		\$84,879		
Total Direct Costs (with Paper & Tax)		\$18,143		
Total Fee & GA		\$9,234		
GPO Fees Billable to Client	\$0			
Managed Volume	\$230,859			
Revenue		\$230,859		
Total Retail		\$0		
Total Billable Credits		\$0		
Net Department Costs		\$230,859		
Patient Days		12,775		

# 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 <a href="https://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 Entit	у Тур	oe (Please select	one	)								
☐ Sole Proprietorship		Partnership		☐ Limited Liability Company  ☐ Corporation ☐ Tr		ıst	☐ Non-Profit ☐ Other					
Business Design	gnati	on Group (Pleas	e sel	ect all that apply	') <u> </u>							<del>,</del>
☐ MBE		☐ WBE	☐ SBE ☐ PBE				☐ VET	□DVET		□ESB		
Minority Busines Enterprise	iness Women-Owned Business Enterprise Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise		ł	Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business	
Number of	Cla	rk County Ne	evad	da Residents	E E	mployed:						
Corporate/Bus	iness	s Entity Name:	Мо	orrison Manageme	ent S	Specialists, Inc						
(Include d.b.a.,	if ap	plicable)										
Street Address	::		400	0 Northridge Road	d, Su	uite 700		We	ebsite: www.crothall.c	om		
			Sa	ndy Springs, GA 3	3005	50		PC	C Name: John Beck			
City, State and	Zip (	Code:						En	nail: john.beck@croth	nall.co	om	
Telephone No:			(80	00) 225-43698				Fa	x No: n/a			
Nevada Local S	Stree	t Address:	180	00 West Charlesto	on B	lvd.		We	ebsite: www.crothall.co	om		
(If different from	m ab	ove)										
City, State and	l Zip	Code:	Las	s Vegas, NV 8910	02			Lo	Local Fax No: n/a			
Local Telephor	ne No	<b>)</b> :				Local POC Name: Daniel Rosales  Email: DanielRosales@iammorrison.com						
								•				
				ded and non-profit on the second in the seco		inizations, must	list the n	ames	s of individuals holding m	ore th	an five percent (5°	%) ownership or
									d Directors in lieu of di ends to the applicant and			individuals with
									Revised Statutes, includin			ate corporations,
	Full Name Title % Owned (Not required for Publicly Traded Corporations/Non-profit organizations)						olicly Traded					
Compass group I	USA I	nvestments Inc									•	,
Compass group USA Investments Inc. 100% (ultimate parent traded on LSE)							aded on EOE)					
									_			
		•	-	ded corporations.						_	No	
	<ol> <li>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)?</li> </ol>						I-time					
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.)												
									tic partner, child, parent, ll-time employee(s), or ap			
☐ Yes ☒ N					Rela	ationship form or	Page 2.	. If n	o, please print N/A on Pag	ge 2.)		
provided herein is understand that t Nevada Governir approvals, contra	s curr he Ur ng Bo act ap	of perjury, that all of ent, complete, and niversity Medical Co ard will not take ac provals, land sales completed disclos	accu enter tion o , leas	rate. I also of Southern in land-use es or								
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Ne	8	NA			-	Richard Rossit	ch					
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Signature					-	March 26, 202	4					
Assistant Secreta	ary					Date						

1

### **DISCLOSURE OF RELATIONSHIP**

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

Authorized Department Representative

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 Medica	al Center of Southern Nevada				
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	ationship by marriage.				
"To the second degree of of follows:	"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:					
Spouse – Registered	d Domestic Partners – Childrei	n – Parents – In-laws (first deg	ree)			
Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)						
For UMC Use Only:						
If any Disclosure of Relationship is r	noted above, please complete the follo	owing:				
☐ Yes ☐ No Is the UMC emplo	byee(s) noted above involved in the co	ontracting/selection process for this pa	urticular agenda item?			
☐ Yes ☐ No Is the UMC emplo	byee(s) noted above involved in any w	ray with the business in performance of	of the contract?			
Notes/Comments:						
Signature	<del></del>					

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Agreement for Janitorial Services with Service Management Systems, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Service Agreement with Service Management Systems, Inc. for Janitorial Services; authorize the Chief Executive Officer to exercise extension options; or take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000846000 Funded Pgm/Grant: N/A Description: EVS Services

Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530 Term: One year with two 1-year options to extend

Amount: Not to Exceed \$2,311,137.60

Out Clause: 30 days w/o cause

#### **BACKGROUND:**

This request is to approve the Janitorial Services Agreement with Service Management Systems, Inc. at UMC's ambulatory and business office facilities. The Agreement term is for one year from July 6, 2025, unless terminated with a 30-day written notice. The Agreement has the option for UMC to extend the term for two 1-year terms. Staff also requests authorization for the Chief Executive Officer to exercise the renewal options if deemed beneficial to UMC.

This Agreement is being entered into pursuant to UMCSN's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMCSN is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Environmental Services has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County business license.

Cleared for Agenda June 18, 2025

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

# AGREEMENT FOR JANITORIAL SERVICES

SERVICE MANAGEMENT SYSTEMS, INC.
NAME OF FIRM
David Shultis Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
7135 Charlotte Pike Suite 100 Nashville, TN 37209
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
615-478-9735
(AREA CODE) AND TELEPHONE NUMBER
dshultis@smsclean.com
E-MAIL ADDRESS

#### AGREEMENT FOR JANITORIAL SERVICES

This Services Agreement (the "Agreement") is made and entered into as of July 6, 2025 (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 (hereinafter referred to as "HOSPITAL"), and Service Management Systems, Inc. (hereinafter referred to as "COMPANY"), for HOSPITAL'S Janitorial Services (hereinafter referred to as "PROJECT") and is entered into in connection with that certain Purchasing Agreement, HPG-5921, dated November 01, 2021, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and COMPANY ("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, except as may otherwise be provided in this Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of this Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

#### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

#### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY from Effective Date for a period of one (1) year (Initial Term). At the option of the HOSPITAL this Agreement may be extended for up to two (2) additional one (1) year periods ("Renewal Term"). Thereafter HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience. HOSPITAL shall give COMPANY notice of its intent to exercise each right to extend at least (60) days in advance of the expiration of the Initial Term or then current Renewal Term. During the Initial Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. For purposes of clarity, the Initial Term and Renewal Term shall be referred to herein as the "Term".

#### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### A. Terms of Payments

- 1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of for the Initial Term. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
- 2. Payment of invoices will be made within sixty (60) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
- 3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in the Total Bid Amount in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - c. Estimated costs for the service of new clinics have been included in the NTE amount listed in Section A.1.
    COMPANY shall not bill HOSPITAL for clinics identified as To Be Determined ("TBD"). HOSPITAL shall notify
    COMPANY when they may bill for new clinics.

- d. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
- 4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
- 5. In the event that the COMPANY has a vacant position with Management Personnel and it results in having less than the (3) Three agreed upon permanent Management Personnel positions filled for longer than one month, HOSPITAL may request to be credited \$5,000 per month during the term of the vacancy. As an alternative, COMPANY may submit a suitable temporary management replacement candidate who has been mutually approved by both parties. Should both parties agree to a vacancy as opposed to utilizing a temporary replacement, HOSPITAL may choose to waive the monthly fee.
- 6. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs, and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
- 7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
- 8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
- 9. Pricing shall remain firm for the Initial Term. At each anniversary date of this Agreement, at which HOSPITAL extends the original period, the cost of the Service will be adjusted to reflect the lesser of three percent (3%) or any changes which may have occurred in the Consumer Price Index, Other Goods and Services category published in the month immediately prior to any renewal by the U.S. Department of Labor ("CPI") for each year of this Agreement. Changes shall take effect on the anniversary date of this Agreement.

In the event COMPANY experiences documentable increases to the costs for labor, governmental regulation, and/or or unavoidable increases in the cost of materials, gasoline, natural gas, electricity, costs of water, sewage, or waste disposal, COMPANY may elect to increase pricing as long as the documentable increases continue to exist.

COMPANY shall provide at least ninety (90) days' notice for HOSPITAL to review any proposed increase. HOSPITAL must notify COMPANY in writing of their acceptance or rejection of the increase. If HOSPITAL rejects the increase, COMPANY may, at its option, cancel this Agreement within ninety (90) days thereafter. If COMPANY decides to cancel this Agreement, COMPANY must notify Hospital of such termination in writing and continue to service HOSPITAL for up to an additional ninety (90) calendar days ("Transition Period"). HOSPITAL will be responsible for paying the services on a month to month basis during the Transition Period, commencing on the date HOSPITAL received notification of cancellation from COMPANY.

#### 10. Hourly Rate.

- a) Emergency and/or on call service will be billed at the rate of calls caused by the failure of COMPANY to secure and lock doors or windows or to set alarms shall be at COMPANY's expense. The Emergency Communication Plan detailing what constitutes emergency/on-call service will be communicated to Hospital prior to the start date.
- b) COMPANY will provide a day porter for peak times at a bill rate of hours of daily billing for the position.
- 11. It is expressly agreed that, in the event, the Minimum Wage is increased during the Term of this Agreement by either the Federal Government, State Government, or a Living Wage Agreement within which this Agreement is performed,

this Agreement may be increased proportionately to reflect such an increase.

#### B. HOSPITAL's Fiscal Limitations

- 1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
- 2. 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 HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL'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. HOSPITAL 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 HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

#### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

#### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

#### SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Director of Environmental Services, telephone number (702) 765-7930 or designee. HOSPITAL's representative may delegate any or all of their responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that

- HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, except in the event of Force Majeure as provided herein this Agreement, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.
- C. In the event that COMPANY fails to render cleaning services to any clinic within the contractual agreement complete the PROJECT within the time specified in thereof, COMPANY shall pay to HOSPITAL for the service delay for at a rate of \$100.00 an hour for each hour that the clinics operations are hindered due to lack of cleaning services.

#### **SECTION IX: SUSPENSION AND TERMINATION**

#### A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

#### B. Termination

#### 1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. not less than thirty (30) calendar days written notice of intent to terminate; and should the defaulting party fail to remedy or cure within the prescribed thirty (30) days, this Agreement will terminate.
- b. an opportunity for consultation with the terminating party prior to termination.

#### 2. <u>Termination for Convenience</u>

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination. but no amount shall be allowed for anticipated profit on unperformed services.

#### 3. <u>Effect of Termination</u>

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
  - i. No amount shall be allowed for anticipated profit on unperformed services; and
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative,

- copies of all deliverables as provided in Section V, paragraph H.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. Force Majeure. Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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:

TO HOSPITAL: University Medical Center of Southern Nevada

Attn: Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102

TO COMPANY: Attn: David Shultis

Service Management Systems, Inc. 7135 Charlotte Pike, Suite 100

Nashville, TN 37209 Phone: (615) 399-1938

Email: Dshultis@smsclean.com

#### **SECTION XII: MISCELLANEOUS**

#### A. Amendments

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

#### B. <u>Independent Contractor</u>

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

#### D. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

#### E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

#### F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL 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 COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

#### G. Governing Law/Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada.

#### H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### I. Gratuities

- 1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or making of any determinations with respect to the performance of this Agreement.
- 2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
- 3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### J. <u>Audits</u>

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be

cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by Supplier and to verify the nature of the services being invoiced, but does not include the right to review personal information of Supplier's employees, or proprietary information of Supplier, including but not limited to Supplier's underlying cost, markup or overhead rates.

#### K. Covenant

COMPANY 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. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

#### L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

#### M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

#### N. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

#### O. Public Records

COMPANY acknowledges that HOSPITAL 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. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

#### P. Publicity

Neither HOSPITAL nor COMPANY 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 this Agreement without the prior written consent of the other party.

#### Q. Clark County Business License / Registration

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

#### R. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the date of last signature.

HOSPITAL:

UNIVERSITY	MEDICAL	CENTER	OF SOLIT	HERNI	MEVADA
UNIVERSIT	VIEDICAL	CENIER	OF SOUT		NEVADA

By:	
MASON VANHOUWELING	DATE
Chief Executive Officer	

COMPANY:

SERVICE MANAGEMENT SYSTEMS, INC.

6/13/2025

DATE

Vice President

DAVID SHULTIS

EXHIBIT A
JANITORIAL SERVICES PROJECT
SCOPE OF WORK

**WORK TO BE PERFORMED:** 

Janitorial Services

HOSPITAL owns and/or occupies a variety of buildings in the Las Vegas Valley. The janitorial services shall be performed within those buildings at the locations noted in the table below. The Agreement will require COMPANY to resourcefully create a plan to execute the janitorial services that clearly defines the frequency of the cleaning, along with response times for emergencies or unanticipated events with a response time not to exceed greater than 30 minutes along with a provision for weekly rounding on all clinics to ensure cleanliness is being maintained. COMPANY will be required to furnish all the necessary materials, labor, equipment, transportation, other implements, and cleaning materials to complete the janitorial services. Janitorial services would be rendered at (11) Ambulatory Care Centers and business locations listed below. Additional service locations or hours may be added and will require the same level of service for janitorial services; new location details will be provided to COMPANY prior to opening, and applicable changes in rates will

be negotiated.

COMPANY RESPONSIBILITIES

Supply ordering, both initial and continual, will be the sole responsibility of the COMPANY. COMPANY shall maintain adequate supplies within each location and order the supplies listed on EXHIBIT (E) Mandatory Supply List. COMPANY shall consult with HOSPITAL to change or replace chemicals outside of the designated list prior to changes made.

Keys/Access Cards: COMPANY shall have full responsibility for the protection of all keys/access cards furnished to COMPANY and COMPANY employees for access to HOSPITAL locations. COMPANY will also be responsible for ensuring UMC's facilities are properly secured upon completion of the performance of service. COMPANY shall be required to sign UMC's form before the key(s) / access card(s) are issued and, upon completion of the Agreement or at UMC's request, shall surrender keys(s) / access card(s) and obtain documentation of compliance. Should COMPANY fail to surrender all key(s) / access card(s) upon completion or termination of the Agreement, COMPANY shall be responsible for all costs associated with replacing these items.

30 / 60 / 90 Day Janitorial Projects

Company shall provide daily cleaning in accordance with the Service Level Agreement. EXHIBIT (E)

Quick Cares: Seven (7) Nights Per Week
Primary Cares: Five (5) Nights Per Week: Including Weekends

**Public Areas** 

A. Common areas, offices, breakroom, kitchen, halls and meeting rooms

Daily Services

- 1. Gather all waste and recycle and place in containers at pickup areas.
- Replace liners as needed.
- Replenish hand hygiene products as needed
- 4. Remove from office areas flattened cartons or boxes marked to throw away/recycle
- 5. Spot clean trashcan tops and sides
- 6. Vacuum all carpets
- 7. Sweep or dust mop all hard floors

- 8. Spot mop all hard floors
- 9. Spot clean finger marks from doorways, walls and wall switches
- Spot clean fingerprints, smudges and stains on building directories, doorframes, wall switches, relights and glass partitions.
- 11. Arrange magazines and leaflets neatly were applicable
- 12. Clean stains from desks, counters, table and other horizontal surfaces
- 13. Spot clean fronts of cabinets
- 14. Wipe down lobby chairs, table tops, and disinfect door knobs
- Clean Doors
- Clean all interior/exterior glass and windows

#### Weekly Services

- 1. Clean desktops when cleared
- Dust all desktops, tables, chairs, windowsills, to include window with in the clinic, cabinets and other horizontal surfaces within reach
- 3. Clean base board
- 4. Clean computer monitors and keyboards with appropriate cleaning supplies
- 5. High dusting of light fixtures, tops of shelves, cabinets, and other structures

#### Monthly Services

- 1. Perform high dusting to include door frames and tops of cabinets (To be competed on a rotating basis through office)
- 2. Dust picture frames
- 3. Wash and disinfect trash receptacles when a spill from a broken liner occurs, as needed.

#### **Quarterly Services**

- Edge Carpets
- 2. Vacuum ceiling and wall vents
- B. Breakroom and Kitchen: Daily Service

#### Nightly Services

- 1. Pick up and stack neatly all magazines and newspapers. (Breakroom only)
- 2. Wipe clean table tops
- 3. Wipe clean cleared areas of the counter tops.
- Spot clean front of counters and walls.
- 5. Wipe clean outside of appliances and cabinets
- 6. Clean and polish sink
- 7. Replenish paper towels from building stock
- 8. Sweepfloor
- 9. Mop floor
- 10. Gather waste and replace liner from building stock
- 11. Spot clean trashcan tops and sides
- 12. Clean doors and door knobs
- 13. Replenish hand hygiene products as needed

#### C. Restrooms: Daily Service

#### Nightly Services

- 1. Clean with disinfectant all restroom basins, counter tops, toilets and toilet seats
- 2. Keep fixtures clean from scale at all times
- 3. Sweep all restroom floors
- 4. Damp mop all restroom floors
- 5. Clean and polish all mirrors, chrome and hardware
- Replenish toilet tissue, hand towels, hand soap, sanitizer, seat covers, and other restroom supplies
- 7. Gather all waste and replace liners in receptacles
- 8. Place "OUT OF ORDER" signs on plugged toilets and report to UMC engineering via online submittal at: <a href="https://umc1.softwrench2.com/umcrequest/umcrequest/">https://umc1.softwrench2.com/umcrequest/umcrequest</a>

#### Weekly Services

- 1. Spot clean restroom walls and partitions.
- 2. Polish all stainless steel dispensers
- 3. High dusting of light fixtures
- 4. Maintaining the entire building by sweeping and mopping of stairwells or applicable elevators and tracks

#### Monthly Services

- 1. Wash and disinfect trash receptacles, as needed
- 2. Vacuum dust from ceiling exhausts fans.
- High dust mirror tops and partition tops

#### D. Exam rooms/ Procedural Areas / Nurses' Stations / Provider Offices/ Lab: Nightly Services

- 1. Gather all waste and recycle and place in containers at soiled utility room
- 2. Replace liners as needed.
- Replace supplies to include (soap, sanitizer hand lotion, paper towels, sharps containers, trashcan liners)
- 4. Disinfect beds, recliners, side tables, sinks and counter tops
- 5. Spot clean walls and switch plates
- Disinfect doors and wipe knobs
- 7. Floors dust mopped and sanitized, move wheeled equipment and racks, etc. in order to clean
- 8. Clean computer monitors and keyboards with appropriate cleaning supplies
- 9. Clean desks and counters
- 10. Clean sink in lab and exam rooms
- 11. Curtain removal is visibly
- 12. High dusting of all fixtures to include lights, soap, sanitizer, paper towel dispensers
- 13. Clean doors and door knobs

#### E. Floor care Services: <u>Weekly Services (and/or as needed)</u>:

Floors should be maintained as needed to present an attractive appearance at all times.

- 1. Vacuum Carpet: Carpeted areas of lobbies, conference rooms, hallways, corridors, entrances, including entrance mats are to be thoroughly vacuumed dirt free.
- 2. Furnishings (chairs, wastebaskets, etc.) are to be moved and returned to their original locations to provide for vacuuming.

3. Vacuum with Edging Tool – All Corners: Carpet edges and corners where floor and wall intersect, where floor and thresholds meet or around the bases of any object permanently placed on a carpet surface are to be vacuumed with an edging tool.

#### Monthly Services (and or as needed):

- 1. Routine Spot Clean Carpet: Carpet is to be kept in a stain-free condition.
- 2. Carpet shampooing/extraction supersedes spot cleaning as needed on a routine schedule
- Baseboard Cleaning: Baseboards (wood, vinyl, rubber) shall be kept cleaned with an appropriate product so as not to discolor or scratch.

#### Nightly Services:

- 1. Ceramic Tile a) sweep ceramic tile floors: ceramic tile flooring shall be swept with a dust mop so as to leave the floor in a dirt (dust) free state. b) damp mop ceramic tile floors
- 2. Rubber/Laminate/Vinyl Flooring a) sweep tile floors: Resilient tile flooring (rubber, vinyl) shall be swept with a broom or dust mopped so as to leave the floor in a dirt (dust) free state. b) Damp mop tile/laminate/vinyl floors: Resilient floor surfaces shall be damp mopped to remove any dirt and all spills. Scuffmarks or stains are not expected to be removed with damp mopping.

#### Weekly Services:

- 1. Machine Scrub Ceramic Tile Floors: Ceramic tile floor surfaces shall be machine scrubbed with an effective detergent cleaner and neutralized. Ceramic tile flooring shall be maintained to remove stains, smudges, scuff marks, and dried refuse.
- Deep clean laminate/vinyl floors.

#### F. Other services (as needed)

- Dust all ledges and other flat surfaces including windowsills, chairs, tables, pictures and all
  manner of furnishings within reach with a treated cloth. Use extension pole for high window ledges
  and core lighting. Weekly
- 2. Remove fingerprints, smudges and stains on building directories, doorframes, wall switches, and glass partitions. *Daily*
- 3. Spot clean all vinyl wall coverings and painted surfaces. Weekly
- 4. Fire hose cabinets in a clean and orderly condition. <u>Monthly</u>
- 5. Turn off all lights, leaving on only the emergency lights. *Daily*
- 6. Dust signs with dry clean cloth. Weekly
- Maintain attractive appearances at entrances of the clinic by maintaining fixtures and area within 15ft of the property to including but not limited to: glass doors and windows, benches, walk-off matting, and trashcans. <u>Daily</u>
- 8. All cleaning should be performed using an industry standard disinfectant for proper sanitation. <u>Daily</u>
- 9. Report all mechanical deficiencies, i.e. dripping faucets, running toilets and items that are cleaned which need to be repaired/repainted; such as doors, countertops, flooring to the engineering department at: http://umc1.softwrench2.com/umcrequest. Daily
- 10. Masking odors with deodorizers shall not be used in lieu of disinfectants.
- 11. Curtain maintained to include removal and replacement of disposable / reusable curtains every six (6) months and/or if visibly soiled (<u>As Needed</u>) or per manufacture guidelines. Vendor will purchase the necessary equipment i.e.: stepladder per clinic for safe removal of curtains. Nightly
- 12. Battery replacement of cactus sinks (pharmaceutical). As Needed
- 13. Remove and discard any identified small furniture upon request of the clinic management team.
- 14. SMS will coordinate clinic-to-clinic internal furniture moves with the site supervisors.
- 15. Review clinic cleaning supplies to ensure no expired product in accordance with regulatory agencies and replenish supplies as needed keeping optimum par levels.

#### COMPANY will provide as outlined below:

#### Reporting

Supply usage report and financial reports to be generated and submitted to Environmental Services or UMC appointed representative on a monthly basis. Service completion is the project milestone. Additional follow-up regarding training completion, transition milestones and quality assurance rounds will be conducted quarterly.

#### **Training Programs**

COMPANY must perform work at the highest standards of cleaning practices in conjunction with infection control practices, with key staff having current knowledge of best management practices (BMP's) regarding infection control and standard precautions for cleaning in a healthcare environment. Services must be performed under the direct on-site supervision of a qualified COMPANY EVS Manager or Director. COMPANY shall ensure products and supplies are reviewed consistently to ensure no expired products or supplies and items are used in providing the Services and such products and supplies are stored and maintained in accordance with regulatory requirements.

#### EVS Director/Site Supervisor

COMPANY's EVS Director/Site Supervisor shall be supported at all times by a professional staff of regional and corporate support.

#### **Uniforms and Appearance**

As detailed in Exhibit I, SMS Uniform Standard, COMPANY employees shall be identified through uniforms which provide adequate coverage and safety. Identification badges must be worn at all times, above the waist, and clearly visible. Appropriate footwear (no open toed shoes) are required. No hats shall be worn unless required for health or safety reasons. Every employee is expected to maintain an acceptable level of level of hygiene so as not to offend patients or staff. Tattoos that are lewd, fear inducing, gang related or advocate hate, sexual, racial, ethnic or religious discrimination shall not be visible or exposed while on duty.

#### A. <u>NEW HIRE TRAINING</u>

COMPANY NEW HIRE ORIENTATION SHALL BE COMPLETED WITHIN 6 MONTHS OF HIRE; COMPANY WILL BE REQUIRED TO SHARE MILSTONES OF COMPLETION DURING QUARTERLY FOLLOW UP MEETINGS WITH HOSPITAL

COMPANY services shall adhere to the requirements for HOSPITAL's accrediting body DNV, The Joint Commission, EPA, OSHA, AHCA, Health Department, and other government regulators.

#### **B. TRAINING COURSES**

The following training topics are used for the front-line workers and floor care technicians at COMPANY:

Floor Technician	OR Cleaner
Area Cleaner	Inpatient Unit Cleaner
<u> </u>	
Processes Training	
Facility Specific Plans	Fire Safety Response
Infection Control	Disaster Response
Inclement Weather Plan	Positive/Negative Pressure
Special Unit	Critical Area Cleaning (Surgery, MRI, Pharmacy)

Light Fixtures Germicide chemical usage
Wall Washing Using automatic floor machines

Fire Safety Buffing and burnishing

Disaster Plan Floor care - scrubbing and recoating

Public Restroom Cleaning Floor care - stripping and refinishing

Elevator Cleaning Carpet care basics

Hazard Communication Standard Carpet care basics – bonnet and extraction

Metal Polishing and Cleaning

Office Cleaning

Infection Control

Bloodborne Pathogens

Cleaning Blood and Bodily Fluids

Dust mopping

Wet mopping

Police cleaning

Window cleaning

Handwashing Operating/delivery room cleaning—end of day

Personal Appearance Operating/delivery room cleaning—between cases

Cleaning Cart Set-Up Operating/delivery room cleaning—terminal cleaning

10-Step Cleaning Process

Chemistry Of Cleaning

High And Damp Dusting

Nursery cleaning

Isolation cleaning

Refrigerators

Equipment Care and Cleaning Stretchers/wheelchairs/ IV poles

Microbiology and Types of Morgue cleaning

Disinfectants Waste handling and disposal

#### C. HANDS-ON TRAINING

COMPANY staff shall be appropriately trained in providing the Services.

Each HOSPITAL location will be assigned designated float / emergency staff to cover emergencies and staffing shortages, as further detailed in EXHIBIT J – Fill In Schedule.

#### D. WORK ASSIGNMENTS

COMPANY employees must ensure that ALL entrance doors to the HOSPITAL location, building, and tenant areas are locked during hours of cleaning operation, and under no circumstances will admittance be given to anyone not part of the cleaning.

COMPANY employees must have understanding of proper disinfection procedure and proper waste handling of sharps and biohazardous materials.

#### E. ON-THE-JOB TRAINING PROVIDED TO COMPANY STAFF:

Orientation	Training
Review of work rules	Assigned to a trainer for an eight-hour shift
Line of authority (EVS Director,	before being assigned to a regular shift
Supervisor)	Review of job assignments
Security	Review of work area
When and how to enter and leave the property	Review of job skills
	Time constraints

Safety (Blood borne pathogens, workers' compensation reporting, MSDS)

Incentive programs

Payroll schedules

Health insurance

Property walk-through

#### **Quality Assurance**

COMPANY shall use industry accepted standards and methods for quality inspections cleaning and agree to HOSPITAL- appointed representative or designated person conducting direct observation of services provided by the vendor, audit documentation, and performance expectations. COMPANY will also agree to specific quality assurance and process improvement measures that shall be implemented as determined by HOSPITAL's appointed representative or designated person.

#### Transparency and Accountability

COMPANY will provide performance quality reports to HOSPITAL on a monthly basis or as requested.

#### Inspection Resolution Form

Inspection Resolution becomes a project list that supplements the annual schedule of non-daily tasks, along with the daily activities. Projects from the inspection resolution form are assigned to COMPANY team members with a completion date. As projects are completed, COMPANY's Supervisor and/or EVS Director inspects them to confirm their completion. Projects not completed by the following inspection date are given top priority, and are moved to the top of the next inspection resolution form.

#### Schedules

Each week COMPANY will provide HOSPITAL with an action plan for the upcoming week's tasks, which includes a list of tasks completed during the previous week.

#### SCOPE OF SERVICES

Patient Room (Unoccupied)	Vendor	Hospital
Trash removal (3rd shift)	X	
Sanitize room	X	
Spot clean walls	X	
Restroom	X	
High and Low dusting	X	
Dust mop	X	
Damp mop	X	
Change bed linens	X	
Terminal Cleaning as needed	X	
Patient Room (Inpatient Discharge)	Vendor	Hospital
Patient Room (Inpatient Discharge)  Trash removal	<b>Vendor</b> N/A	Hospital N/A
		-
Trash removal	N/A	N/A
Trash removal  IV/medicine removal	N/A N/A	N/A N/A
Trash removal  IV/medicine removal  Removal of bed linen	N/A N/A N/A	N/A N/A N/A
Trash removal  IV/medicine removal  Removal of bed linen  Sanitize room	N/A N/A N/A N/A	N/A N/A N/A N/A
Trash removal  IV/medicine removal  Removal of bed linen  Sanitize room  Spot clean walls	N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A
Trash removal  IV/medicine removal  Removal of bed linen  Sanitize room  Spot clean walls  Restroom	N/A N/A N/A N/A N/A N/A	N/A N/A N/A N/A N/A N/A

Damp mop	N/A	N/A
Emergency Department	Vendor	Hospital
ED general cleaning	N/A	N/A
ED In-between case cleaning	N/A	N/A
Labor and Delivery	Vendor	Hospital
Post schedule terminal	N/A	N/A
In-between case cleaning	N/A	N/A
Nursery cleaning	N/A	N/A
Cleaning of isolettes NICU	N/A	N/A
Cath Lab	Vendor	Hospital
Post schedule terminal clean	N/A	N/A
In-between case clean	N/A	N/A
Outpatient Surgery	Vendor	Hospital
Post schedule terminal clean	N/A	N/A
In-between case cleaning	N/A	N/A
Cleaning of support areas	N/A	N/A
Bed making in recovery and holding rooms	N/A	N/A
Surgery	Vendor	Hospital
Post schedule terminal clean	N/A	N/A
In-between case clean	N/A	N/A
Surgery shelves and technical equipment	N/A	N/A
Non-sterile support areas	N/A	N/A
Kitchen	Vendor	Hospital
Main kitchen area	X	-
Dietary trash removal	X	
Tables and chairs	X	
Walls and floors	X	
Cafeteria trash removal	X	
Linen	Vendor	Hospital
Order and distribution		X
Other Areas	Vendor	Hospital
CCU, SICU, NICU, PICU	N/A	N/A
Cleaning of public areas (lobbies, waiting)	X	
Cleaning of offices	X	
Cleaning of laboratory	Х	
Cleaning of laboratory (glassware, counters, sinks)	V	X
Cleaning of pharmacy	X	
PT, OT, RT	^	
Cleaning of PT and rehab equipment	V	X
Cleaning of dish ris	X	
Cleaning of dialysis	^	
Cleaning of morgue/autopsy (as needed)		X
Autoclave/sterilizer equipment		
Gift shop (trash only) Cleaning of central sterile		X
S .	V	X
Engineering shop (trash only)	X	
Materials management (office only)		Lloopitel
Miscellaneous	Vendor	Hospital

Wheelchair cleaning		X
Meeting setup		Χ
Grounds (1 hour per day)		Χ
Furniture moving (1 hour per day)		Χ
IV pumps		Χ
Crash carts		Χ
Portable toilets		Χ
Portable fans		Χ
Cubicle curtains (exchange only)	Χ	
Computer screens (dusting only)	Χ	
Chemical spills		Χ
Emptying/removal of suction canister		Χ
Non-housekeeping supply delivery (i.e. ice, socks, etc.)		Χ
Exterior window (Bi-Annually)		Χ
Pediatric toys	Χ	
Microwave/refrigerators (exterior only)	Χ	
Purchasing/rental of linen, mops, microfiber	Χ	
Needle stick related injuries		Χ

## **Staffing**

## **Proposed Staffing**

COMPANY's proposed staffing plan is as follows:

Each Clinic and each shift will have at least one staff member capable of communicating in English.

### **WEEKLY LABOR**

Leadership Team Proposal for UMCSN Staffing Hours									
POSITION	SUN	MON	TUE	WED	THU	FRI	SAT	WEEKLY TOTAL	
EVS Director	OFF	8	8	8	8	8	OFF	40	
Assistant EVS Director	OFF	8	8	8	8	8	OFF	40	
Field Supervisor	8	8	8	8	OFF	OFF	8	40	
Field Supervisor	8	8	8	8	OFF	OFF	8	40	

Project Team Proposal for UMCSN Staffing Hours									
POSITION	SUN	MON	TUE	WED	THU	FRI	SAT	WEEKLY TOTAL	
Floor Tech	8	8	8	8	OFF	OFF	8	40	
Floor Tech	8	8	8	8	OFF	OFF	8	40	
Floor Tech	8	8	8	8	OFF	OFF	8	40	
Floor Tech	8	8	8	8	OFF	OFF	8	40	

UMCSN Daily Hours by Location									
LOCATION HOURS	ADDRESS	SUN	MON	TUE	WED	THU	FRI	SAT	WEEKLY TOTAL
Rancho	4231 N. Rancho Dr., Las Vegas, NV 89130	0	8	8	8	8	8	0	40
Summerlin	2031 N. Buffalo Dr., Las Vegas, NV 89128	8	8	8	8	8	8	8	56
Centennial Hills	5785 Centennial Blvd., Las Vegas, NV 89149	8	8	8	8	8	8	8	56
Wellness Center	701 Shadow Lane Las Vegas, NV 89106	0	8	8	8	8	8	0	40
Infusion Clinic/ Day Porter	701 Shadow Lane Las Vegas, NV 89106	0	8	8	8	8	8	0	40

	T		1	ı					1
Spring Valley	4180 S. Rainbow Blvd., Las Vegas, NV 89103	8	8	8	8	8	8	8	56
Peccole Ranch	9320 W. Sahara Ave., Las Vegas, NV 89117	8	8	8	8	8	8	8	56
Blue Diamond	4760 Blue Diamond, Rd., Las Vegas, NV	8	8	8	8	8	8	8	56
Southern Highlands	11860 Southern Highlands Pkwy., Las Vegas, NV	0	8	8	8	8	8	0	40
Nellis	61 N Nellis Blvd., Las Vegas, NV 89110	8	8	8	8	8	8	8	56
2040 W. Charleston	2040 W Charleston Blvd., Las Vegas, NV 89102	0	8	8	8	8	8	0	40
2040 W. Charleston	2040 W Charleston Blvd., Las Vegas, NV 89102	0	8	8	8	8	8	0	40
2040 W. Charleston	2040 W. Charleston EXTRA PORTER	0	4	4	4	4	4	0	20
Sunset	525 Marks St., Henderson, NV 89014	8	8	8	8	8	8	8	56
Lied PCMD Clinic	1524 Pinto Lane, Las Vegas, NV 89106	0	8	8	8	8	8	0	40
Aliante	5860 Losse Rd., North Las Vegas, NV 89081	8	8	8	8	8	8	8	56
2231 W Charleston	2231 W Charleston Blvd., Las Vegas, NV 89102	0	8	8	8	8	8	0	40
2231 W Charleston Day Porter/Reg	2231 W Charleston Blvd., Las Vegas NV 89102	0	8	8	8	8	8	0	40

2100 W Charleston Morning Porter	2100 W Charleston QC	8	8	8	8	8	8	8	56
2100 W Charleston Pediatric 24 hrs.	2100 W Charleston Pediatric 24 hrs.	8	8	8	8	8	8	8	56
2100 W Charleston QC	2100 W Charleston QC	8	8	8	8	8	8	8	56
Enterprise	1700 Wheeler Peak Dr., Las Vegas, NV 80106	8	8	8	8	8	8	8	56
Milan Building	710 Tonapah Dr Medical Offices	0	8	8	8	8	8	0	40
Milan Building	710 Tonapah Office Building	0	8	8	8	8	8	0	40
New Nellis Clinic	5755 E Charleston Blvd.	8	8	8	8	8	8	8	56
New Nellis Clinic	5755 E Charleston Blvd.	8	8	8	8	8	8	8	56
Offices	820 Charleston Blvd.	0	4	4	4	4	4	0	20
TOTAL HOURS (INC LEADERSHIP & PR HOURS)		160	272	272	272	224	224	160	1,584

<u>Location</u>	Hours of Operations				
Peccole Ranch Primary / Quick Care					
9320W. Sahara Ave.	4pm-12:30am, 5 Days/Week				
Las Vegas, NV 89117	4pm-12:30am 7Week QC				
Spring Valley Primary/ Quick Care					
4180 S. Rainbow Blvd. #810	4pm-12:30am, 5 Days/				
Las Vegas, NV 89103	4pm-12:30am 7Week QC				
Rancho Quick Care	4pm 12:30am 7Waak OC				
4231 N. Rancho Drive	4pm-12:30am 7Week QC				
Las Vegas, NV 89130					
Nellis Primary/Quick Care					
61 N. Nellis Blvd.	4pm-12:30am, 5 Days/				
Las Vegas, NV 89139	4pm-12:30am 7Week				
Sunset Primary/ Quick Care					
525 Marks St.	4pm-12:30am, 5 Days/				
Henderson NV 89014	4pm-12:30am 7 Week QC				

Blue Diamond Quick Care	
4760 Blue Diamond Rd.#110	4 42 20 5 777 1 0 0
	4pm-12:30am 7 Week QC
Las Vegas, NV 89139 Summerlin Primary/Quick Care	4 12.20a 5 Dans/
2031 N.Buffalo Drive	4pm-12:30am, 5 Days/
Las Vegas, NV 89128	4pm-12:30am 7Week QC
Centennial Hills Primary/Quick Care	12.20 5 5
5785 Centennial Center Blvd	4pm-12:30am, 5 Days/
#190 Las Vegas, NV 89149	4pm-12:30am 7Week QC
#190 Las vegas, INV 09149	
Southern Highlands Primary Care	
11860 Southern Highlands Pkwy #102	4pm-12:30am, 5 Days
Las Vegas, NV 89141	
Charleston – Business Office	
820 Charleston	4pm-12:30am, 5 Days
Las Vegas, NV 89102	
Wellness Center 3 <sup>rd</sup> Floor	
701 Shadow Ln.	4pm-12:30am, 5 Days
Las Vegas, NV 89106	10 (20
Infusion Clinic 2 <sup>nd</sup> Floor – Day Porter	10am-6:30pm
701 Shadow Lane	
Las Vegas, NV 89106	12.20 534 1.05
Enterprise Occupational Medicine/	4pm-12:30am 7Week QC
Workman's Compensation/ Quick Care	
1700 Wheeler Peak Dr.	
Las Vegas, NV 89107	
UMC Floors 1st -6th	4pm-12:30am, 5 Days
2040 W. Charleston	4pm-12.30am, 3 Days
Las Vegas, NV 89106 UMC Extra Porter	
2040 W. Charleston	10am – 2pm
Las Vegas, NV 89106	
UMC – Floors 4 - 6	
2040 W. Charleston	4pm-12:30am 5 Days
Las Vegas, NV 89106	
UMC – Floors 1 - 3	
2040 W. Charleston	4pm-12:30am 5 Days
Las Vegas, NV 89106	
Lied PCMD Clinic	
1524 Pinto Lane	4pm-12:30am 5 Days
Las Vegas, NV 89106	
<u> </u>	

Aliante Quick Care	
5860 Losse Rd.,	4pm-12:30am 5 Days
North Las Vegas, NV 89081	
New Clinics – Start Date and Total Hours TBD	
Charleston – Day Porter / Reg	
2231 W. Charleston Blvd.,	
Las Vegas, NV 89102	
Charleston – Night Porter	
2231 W. Charleston.	
Las Vegas, NV 89102	
Charleston - Pediatric 24 Hours	
2100 W. Charleston	
Las Vegas, NV 89106	
Charleston QC – Morning Porter	
2100 W. Charleston	
Las Vegas, NV 89106	
Charleston QC - Night Porter	
2100 W. Charleston	
Las Vegas, NV 89106	
Milan Building - 1 <sup>st</sup> & 2 <sup>nd</sup> Floor	
710 Tonapah Dr.	
Las Vegas, NV 89102	
Milan Building – Office Building	
710 Tonapah Dr.	
Las Vegas, NV 89102	
Nellis Clinic – Primary Clinic	
5755 E Charleston Blvd.	
Las Vegas, NV 89156	
Nellis Clinic – Quick Care	
5755 E Charleston Blvd.	
Las Vegas, NV 89156	

#### **FACILITY AND ACTIVITY STATISTICS**

	Statistics
Average Daily Census	N/A
Average Daily Discharges	N/A
Average Daily Transfers	N/A
ER Visits per Year	N/A
Cleanable Square Footage	
Department Hours of Coverage	8/7/365

#### Fee Schedule

Total Weekly Hours Allocated Per Location –

Not including EVS Director and Additional Projects

UMCSN Pricing		
EXPENSE	MONTHLY	ANNUAL
EVS Director		
Hourly Labor		
LH&A		
Equipment		
Supplies		
TOTAL OPERATING EXPENSES		
Corporate Administrative Overhead		
Profit		
TOTAL OPERATIONAL BILLING		
Healthtrust		
County and City Taxes		
TOTAL BILLING INCLUDING FEES & TAXES		

### **Definitions**

<sup>\*</sup>EVS Director includes: FICA, FUTA, SUI, Workers Compensation, General Liability, Salary, Vacation, benefits and PTO.

<sup>\*</sup>Hourly Labor includes: FICA, FUTA, SUI, Workers Compensation, General Liability, Hourly Labor Wages, Vacation, benefits, backgrounds, drug screens and PTO.

<sup>\*</sup>LH&A Includes monthly for estimated elected benefits.

<sup>\*</sup>Equipment includes: all equipment, batteries, repairs, scheduled PM maintenance, with Equipment amortized over 60 months.

\*Supplies includes all cleaning chemicals, floor pads, floor care chemicals, wax, stripper, carpet cleaner, general tools replacement, vacuum bags, uniforms, paper products, plastics and soaps.

\*Other Operating Costs includes offices supplies, local licenses, telephones with data plans, mobile internet for laptop, replacement of microfiber wipes and mops, ongoing recruiting, vehicle insurance, fuel for vehicle and hourly rewards.\*Corporate Administrative Overhead covers: technology subscriptions, payroll, HR, corporate management, executive salaries, standard division travel to sites, etc.

\*Profit is planned profitably for SMS based on budget.

\*HealthTrust Fee is paid directly from SMSHC to HealthTrust on pre-tax total billing.

\*County and City Taxes are paid quarterly on total labor payments minus % by local law requirements.

#### Equipment

The equipment listed below is the minimum products required to perform assigned tasks. All equipment used at HOSPITAL locations must be newly purchased equipment.

UMCSN Equipment List		
MODEL NAME/DESCRIPTION	ITEM#	QUANTITY
Reliavac 12 - Single Motor Upright Vac	03002A	6
Spectrum 15D - Dual Motor Upright Vac	9060407010	4
Aquaclean 18FLX - 11 gallon w/on board spotting tool	56265001	1
Aquaspot Carpet Spot Extractor	56220000	2
VL500 72, includes front mount squeegee assembly	56383408	1
Front Mount Squeegee Kit	107407050	1
Hose, 6 foot	107407308	1
Extension Tube; 2 required	107407309	2
Floor Nozzle, squeegee	107407310	1
Floor Nozzle, brush	107407311	1
Crevice Tool	107407334	1
Pacesetter 20SD	01460A	1
Mid Grit 180 brush for Pacesetter 20SD	56505928	1
Pro Lite brush for Pacesetter 20SD	56505925	1
Advolution 20XP Burnisher	01520A	2
Bags, 10 PK	54195A	2
Hydrodry Fan	56115000	2
Kronos Timeclock with Smart Tablets	N/A	1
Mobile Kronos	N/A	1
Pick-up Truck or Van	N/A	1
Computer with Accessories	N/A	1

<sup>\*</sup>Upon HOSPITAL approval, COMPANY will utilize additional Project Tech support team for a total of 250 hours of project time spent stripping, waxing, carpet cleaning, upholstery cleaning, and tile and grout projects to produce upfront immediate improvement on low quality areas, for patient and staff impression results.

Additional hours will be utilized for transporting all supplies, carts, tools, and equipment from locations to UMCSN main hospital by SMSHC transition team.

\*Corporate Support will also perform additional daily project work alongside project techs for another approximately 100+ hours of project work and oversight. This team will also transport project equipment, purchase and transport supplies, and train staff on quality cleaning improvements.

\*Project Hours will be after local operation hours to ensure uninterrupted work. Initial projects will be mutually agreed upon as priority areas by HOSPITAL and COMPANY.

#### **HOSPITAL RESPONSIBILITIES**

- 1. HOSPITAL will furnish a list of preferred hospital grade Cleaning Products and also a list which will include all cleaning chemicals, supplies, paper and plastic products such as garbage liners, toilet paper, paper towels, and floor care products EXHIBIT (E) Mandatory Supply List. This also includes hand soap and sanitizer. All items must be per HOSPITAL spec to ensure consistency with the rest of the organization.
- 2. HOSPITAL will provide appropriate access to the cleaning staff and management team at UMC Ambulatory Clinics.
- 3. HOSPITAL will provide cost for disposable curtain and vendor will order and maintain clinic curtain PAR as needed.
- 4. HOSPITAL's engineering team will determine initial placement/replacement of dispensers within the facility (hand towels, soap, sanitizer)

#### PRICING:

Not to Exceed (NTE) Price:

#### **EXHIBIT B**

# AMBULATORY CARE JANITORIAL SERVICE PROJECT INSURANCE REQUIREMENTS

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

- A. Format/Time: COMPANY shall provide HOSPITAL 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 HOSPITAL. 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. <u>Best Key Rating</u>: HOSPITAL 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. <u>HOSPITAL Coverage</u>: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. <u>Endorsement/Cancellation</u>: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL 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 HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. <u>Deductibles</u>: Company's deductibles/self-insured retentions shall not exceed \$500,000.00 for Worker's Compensation and \$100,000.00 for General Liability. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance upon request by HOSPITAL.
- F. <u>Commercial General Liability</u>: Subject to Paragraph 6 of this Exhibit, COMPANY 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.
- G. <u>Automobile Liability</u>: Subject to Paragraph 6 of this Exhibit, COMPANY 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 COMPANY and <u>any</u> <u>auto</u> used for the performance of services under this Agreement.
- H. <u>Workers' Compensation</u>: COMPANY 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 COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY 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.
- I. <u>Failure To Maintain Coverage</u>: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY 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. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- J. Additional Insurance: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- K. <u>Damages</u>: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- L. Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- M. <u>Insurance Submittal Address</u>: 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.
- N. <u>Insurance Form Instructions</u>: The following information <u>must</u> be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY'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
- 7. Description: Ambulatory Care Janitorial Service Project (must be identified on the initial insurance form and each renewal form).
- 8. Certificate Holder:

University Medical Center of Southern Nevada c/o Contracts Management 1800 W. Charleston Blvd. Las Vegas, Nevada 89102

- 9. Appointed Agent Signature to include license number and issuing state.
- 10. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'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 COMPANY"; and (5) COMPANY 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) 4/1/2025

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 have ADDITIONAL INSURED provisions or 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).

this certificate does not come rights to the certificate notice in ned of st	ich endorsement(s).						
PRODUCER	CONTACT NAME: Camille Pettway						
Brown & Brown RS Insurance Services, LLC 6 Cadillac Drive, Suite 200	PHONE FAX (A/C, No, Ext): (A/C, No):						
Brentwood, TN 37027	E-MAIL ADDRESS: camille.pettway@bbrown.com						
	INSURER(S) AFFORDING COVERAGE	NAIC#					
www.bbinsurance.com	INSURER A: Arch Insurance Company						
INSURED	INSURER B: Arch Indemnity Insurance Company	30830					
Service Management Systems Inc. 7135 Charlotte Pike	INSURER C: Markel American Insurance Company	28932					
Suite 100	INSURER D:						
Nashville TN 37209	INSURER E :						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 84652170 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.

		DSIONS AND CONDITIONS OF SUCH							
INSR LTR		TYPE OF INSURANCE	ADDL SUB INSD WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓	COMMERCIAL GENERAL LIABILITY	✓	31GPP1051020	4/1/2025	4/1/2026	EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE ✓ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ Not Included	
							PERSONAL & ADV INJURY	\$1,000,000	
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$10,000,000	
		POLICY PRO- JECT ✓ LOC					PRODUCTS - COMP/OP AGG	\$2,000,000	
	✓	OTHER: SIR: \$1,000,000					Gen. Agg. All Locs/Proj	\$10,000,000	
Α	AU1	TOMOBILE LIABILITY		31CAB1050820 (Liability)	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	/	ANY AUTO		31CAB1050920 (MA only)			BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
		✓ Symbol 7		31CAB1050620 (GC/ Full)			Comp/Coll Ded	\$1,000 / 1,000	
C	✓	UMBRELLA LIAB ✓ OCCUR		MKLM6MM70001154	4/1/2025	4/1/2026	EACH OCCURRENCE	\$5,000,000	
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000	
		DED ✓ RETENTION \$10,000						\$	
В		RKERS COMPENSATION		34WCI0501120 (AOS)	4/1/2025	4/1/2026	✓ PER OTH- STATUTE ER		
A	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A	31WCI4925820 (FL,NY)	4/1/2025	4/1/2026	E.L. EACH ACCIDENT	\$1,000,000	
	(Mar	ndatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
	DES	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000	

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

University Medical Center of Southern Nevada is included as Additional Insured as respects to the General Liability policy as required by written contract subject to the policy terms, conditions and exclusions.

Project Name: SMS Management Inc. - Janitorial Services Agreement / Project Number: 10206

CERTIFICATE HOLDER	CANCELLATION
University Medical Center of Southern Nevada c/o Contracts Management 1800 W. Charleston Blvd	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Las Vegas NV 89102	Donna Bagley

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# EXHIBIT C SUBCONTRACTOR INFORMATION

#### **DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** 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 **Nevada** 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 **Nevada** 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 **Nevada** 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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE
2.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dellars:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE
3.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE
	business Type IVIDE WBE FBE SBE NBE
4.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used

# **EXHIBIT D**

# Janitorial Services Mandatory Supply List

UMC Preferred Supplies	s to be used by \	/endor			
Product Name	Dispensing Platform	Manufacturer Catalog #	Case Size	Dilution (1:xx)	Case Yield RTU Gallons
J-Fill 52 Alpha HP MULTI Surface Cleaner #329150	J-Fill	3401512	2x2.5L	64	339.2
J-Fill #1 Glance® HC Glass & Surface Cleaner #329115	J-Fill	05779	2x2.5 L	40	54.1
Emerel® Multi-Surface Crème Cleanser RTU #323100	RTU	94995295	12x1 Qt	RTU	RTU
Spitfire® Power Cleaner #412215	RTU	95891789	12x1 Qt	RTU	RTU
Pro Strip Bag-In-Box #321413	RTU	95032360	1x5 Gl	6	30
StandOut® Durable Floor Finish #933000	RTU	100880768	4x1.5 L	RTU	1.585
High Mileage Floor Finish Bag-In-Box #939927	RTU	95104811	1x5 Gl	RTU	5
J-Fill 66 Pominence HD Floor Cleaner #329284	J-Fill	94996466	2x2.5 L	512	677.0
Ovivir 1 Wipes 4x160ct Wipes 11-In x 12-In Refill #170082	RTU	100850925	4x160	N/A	640 WIPES
OXIVIR 1 WIPES 4X160CT 11-IN x 12-IN Bucket # 170078	RTU	100850924	4x160	N/A	640 WIPES
PROVON® Foaming Handwash with Moisturizers FMX-12™ 1250 mL	RTU	5185-03	4,167 Washes per case	0.9	3,750
ES4 PURELL® Healthcare Advanced Hand Sanitizer – Foam	RTU	5053-02	2,182 Washes per case	1.1	2,400

# **EXHIBIT E**

## SERVICE LEVEL AGREEMENT

Services provided by SMSHC to UMCSN outbuildings and clinics Responsibility Chart for Completion Responsibility by Task

Improvement Areas	Agreement					
Exam Rooms	Exam rooms will be cleaned using the 7-step method of cleaning. The following will be performed daily: trash removal, all surface ledges will be wiped down with a germicidal solution, floors will be micro mopped with microfiber flat mops and bathrooms will be thoroughly cleaned. All paper and soap dispensers will be filled on a daily basis. Sharps containers will be changed at 2/3 filled. Floors will be scrubbed and polished on a routine schedule basis. Curtains will be changed as needed.  Nursing will assist with the removal of technical equipment and linen from patient bedding and any applicable nursing items (i.e. waste pans, suction containers, IV/ medication bags)					
Nurses' Stations, Offices, Lounges, Kitchens	All trash will be removed daily. All paper and soap dispensers will be filled on a daily basis. All accessible counter tops and desks including telephones will be wiped down daily. All accessible floor space will be vacuumed daily, as noted in "EXHIBIT F - Frequency Chart"					
Restrooms / Showers / Tub Rooms	All surfaces, ledges, and flooring will be thoroughly cleaned daily following standard cleaning procedures and using approved germicidal solution. All paper and soap dispensers will be filled on a daily basis.					
Quality Assurance	An Environmental Services Manager/Supervisor will randomly inspect completed areas cleaned on a daily basis. Inspections will be documented, maintained, and tracked digitally In OPS360 for overall efficiency. The Environmental Services Manager will communicate inspection results on a monthly basis, with full open access available by location 24/7/365 on smsops360.orangegc.com.					
Public Areas & Public Restrooms	Public areas, waiting rooms and restrooms will be cleaned daily. Trash will be removed, all accessible floor space will be vacuumed once a week or (as needed) and swept and mopped daily. Public restrooms will be deep scrubbed/cleaned with all-purpose cleaner machine 1x a month, or as needed.					
Carpet & Upholstery	Waiting room carpets will be shampooed or bonneted 1x a month. Conference room, office floors and waiting room upholstery will be shampooed according to EXHIBIT F. Carpet and upholstery spotting will be done as needed.					
Floor Care, Waxing	Waxed floors will be stripped and waxed, deep scrubbed and top coated, and burnished at the frequencies per location noted in "EXHIBIT F - Frequency Charts"					
Misc. Items	Large item trash removal. Items over 100 pounds to be approved by UMCSN EVS Director for additional billing (furniture moves as scheduled)					
	s the immediate cleaning needs of the Clinic All deviations from this agreement will be communicated between and the Environmental Services Manager. See EXHIBIT F - Frequency Charts.					
	Associate Signature:					
	Nurse Manager Signature:					
En	vironmental Services Director Signature:  Date:					

# **EXHIBIT F**FREQUENCY CHARTS

						Vertical		Trash	Blowaste	Restroom	Shower	Cubicle		Stainless	Polish		
Location	Dust Mop	Damp Mop	Damp wipe	High Dust	Vacuum	surface•	Baseboard	Removal	Removal	Fixtures	Curtains	Curtain•	Glass	Steal	Furniture	Windows	wash walls
	General Cleaning																
Nellis Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Nellis Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Peccole Ranch Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Peccole Ranch Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Rancho Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Spring Valley Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Spring Valley Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Summerlin Area Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Summerlin Area Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Sunset Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Sunset Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Wellness Center	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Blue Diamond	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Centennial Hills Primary Care	6	6	6	1	6	6	1	6	6	6	AN	AN	6	1	1	1	AN
Centennial Hills Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Southern Highlands Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Charleston – Business Office	5	5	5	1	5	5	1	5	5	5	n/a	n/a	5	1	1	1	AN
Infusion Clinic 2nd Floor - Day Porter	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Enterprise Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	1	AN
Alliante Clinic Quick Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Lied PCMD	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Orthopedic Clinic / 2231 Building	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
2040 - Floors 1-6	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
2040 - Floors 4-6	5	5	5	1	5	5	1	5	5	5	n/a	n/a	5	1	1	1	AN
2040 - Floors 1-3	5	5	5	1	5	5	1	5	5	5	n/a	n/a	5	1	1	1	AN
2040 - Extra Porter	5	5	5	1	5	5	1	5	5	5	N/A	N/A	5	1	1	1	AN
New Clinics - Start Date TBD																	
Charleston - Pediatric 24 Hours	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Charleston – Night Porter	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Charleston – Day Porter / Reg	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Charleston QC – Morning Porter	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Charleston QC - Night Porter	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Milan Building - 1st & 2nd Floor	5	5	5	1	5	5	1	5	5	5	n/a	n/a	5	1	1	1	AN
Milan Building - Office Building	5	5	5	1	5	5	1	5	5	5	n/a	n/a	5	1	1	1	AN
Nellis Clinic – Primary Clinic	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Nellis Clinic – Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN

LEGEND
# - Times per week required
AN - As needed
ANA - As needed minimum annually
ANA2 - As needed minimum 2 times a year
Q - Quarterly
M - Monthly
NA - Not applicable

	Scrub & Top	Straip &						
Location	Coat	Refinish	Autoscrub	Burnish	Shampoo	Sweep	Spot Mop	Supplies
				General	Cleaning			
Nellis Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Nellis Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Peccole Ranch Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Peccole Ranch Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Rancho Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Spring Valley Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Spring Valley Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Summerlin Area Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Summerlin Area Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Sunset Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Sunset Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Wellness Center	ANA	ANA	1	2M	ANA2	5	5	5
Blue Diamond	ANA	ANA	1	2M	ANA2	7	7	7
Centennial Hills Primary Care	ANA	ANA	1	2M	ANA2	6	6	6
Centennial Hills Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Southern Highlands Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Charleston – Business Office	ANA	ANA	1	2M	ANA2	5	5	5
Infusion Clinic 2nd Floor – Day Porter	ANA	ANA	1	2M	ANA2	5	5	5
Enterprise Quick Care	ANA	ANA	1	2M	ANA2	7	7	7
Alliante Clinic Quick Care	ANA	ANA	1	2M	ANA2	5	5	5
Lied PCMD	ANA	ANA	1	2M	ANA2	5	5	5
Orthopedic Clinic / 2231 Building	ANA	ANA	1	2M	ANA2	5	5	5
2040 W Charleston			•	•			•	•
UMC Floors 1-6	ANA	ANA	1	2M	ANA2	5	5	5
UMC Floors 4-6	ANA	ANA	1	2M	ANA2	5	5	5
UMC Floors 1-3	ANA	ANA	1	2M	ANA2	5	5	5
UMC Extra Porter	ANA	ANA	1	2M	ANA2	5	5	5
New Clinics - Start Date TBD								
Charleston - Pediatric 24 Hours	ANA	ANA	1	2M	ANA2	7	7	7
Charleston – Night Porter	ANA	ANA	1	2M	ANA2	7	7	7
Charleston – Day Porter / Reg	ANA	ANA	1	2M	ANA2	7	7	7
Charleston QC – Morning Porter	ANA	ANA	1	2M	ANA2	7	7	7
Charleston QC - Night Porter	ANA	ANA	1	2M	ANA2	7	7	7
Milan Building - 1 <sup>st</sup> & 2 <sup>nd</sup> Floor	ANA	ANA	1	2M	ANA2	5	5	5
Milan Building – Office Building	ANA	ANA	1	2M	ANA2	5	5	5
Nellis Clinic – Primary Clinic	ANA	ANA	1	2M	ANA2	5	5	5
Nellis Clinic – Quick Care	ANA	ANA	1	2M	ANA2	7	7	7

LEGEND
# - Times per week required
AN - As needed
ANA - As needed minimum annually
ANA2 - As needed minimum 2 times a year
Q - Quarterly
M - Monthly
NA - Not applicable

		Unit of
Item Number	Item Description	Measure
1030219	100 SUPER TOILET BOWL CADDY	EA
851665	110292A TORK ADVANCED HIGH CAPA	CS
856170	12024402 TORK ADVANCED MINIJUMB	CS
851423	13728 PACIFIC BLUE SELECT 2-PLY	CS
290470	18-IN COMBO SQUEEGEE/WASHER	EA
260002	20IN 3M BLUE CLEANER PAD #5300	CS
730730	2640 -ROUND BRUTE DOLLY - BLACK	EA
730770	2642 - BRUTE CADDY BAG - YELLOW	EA
855104	26490 PACIFIC BLUE ULTRAWHITE R	CS
856066	290089 TORK ADVANCED MATICROLL	CS
851930	330-43 CAT 74 KEY	EA
260670	3M 13-IN RED PAD #5100 3M 13-IN	CS
260800	3M 15-IN RED PAD #5100 5/CS	CS
260217	3M 17-IN BLACK HI-PRO PAD #7300	CS
262117	3M 17-IN BLUE CLEANER PAD #5300	CS
262117	3M 17-IN BLUE CLEANER PAD #5300	CS
260130	3M 18-IN BLACK THICK STRIP PAD	CS
260220	3M 20-IN BLACK HI-PROPAD #7300	CS
261647	3M 20IN SKY BLUE HI-PER- FORMAN	CS
350315	3M 6472 BULK DOODLEBUG PAD HOLD	CS
350360	3M 8541 DOODLEBUG BROWN PAD 5/B	CS
389805	5053-02 PURELL ES4 ADV HANDSANI	CS
444011	54015 WYPALL X60 HYDROKNIT BRAG	CS
660361	6112-77 RM CAUTION WET FLOOR25I	EA
500549	6173 - JANITOR CART - BLACK+	EA
2060671	6310 RM TOILET BOWL BRUSH WHITE	EA
389809	7753-02 PURELL HLTHCARE ES8 ADV	CS
500408	9T75 HIGH SECURITY CLEANING CAR	EA
589017544	BAG FLTR HEPA 6 EACH	PK
2051310	BLACK PLASTIC LOBBY PORTER BROO	EA
ADV9100000077	BLADES PU KIT 370MM/14	EA
1032020	CBC PLUS BOWL CLEANER 61143699-	CS
758001	CLAIRE STAINLESS STEEL POLISH &	CS
651814	FAST GLIDE 18-INCH MOPPING SYST	EA
2060670	GROUT AND CREVICE BRUSHRM 9B56R	EA
709458	HER 40X46 1.5 MIL CLEAR FLAT PA	CS
939927	HIGH MILEAGE FLOOR FINISH 5 GAL	ВХ
350511	HOSPECO EXPUNGE X24 - X-SPONGE	CS
655324	HYGEN 18 DISPOSABLE MICROFIBER"	CS
1030221	IMP 150 VALUE PLUS TOILET BOWL	CS
329115	J-FILL 1 GLANCE GLASS AND SUR-F	CS
329250	J-FILL 57 OXIVIR FIVE 16 CONCEN	CS
329250	J-FILL 57 OXIVIR FIVE 16 CONCEN	CS
329284	J-FILL 66 PROMINENCE HD FLOOR C	CS
851530	KLEENLINE 041 HALF-FOLD TOILETS	CS

709469 KLEENL 700037 KLEENL 700921 KLEENL 701102 KLEENL 703097 KLEENL 700030 KLEENL 702500 KLEENL 701065 KLEENL	NE 2010/ PAPERNET 410164 INE 24X32 .69 MIL CLEARCO INE 24X33 11 MIC RED PRIN INE 24X33 14 MIC NATURAL INE 24X33 16 MIC NATURAL INE 28X45 .90 MIL CLEARCO INE 38X46 14 MIC BLUE COR LINE 40X48 1.15 MIL CLEAR LINE 40X48 1.3 MIL RED PRI INE 40X48 19 MIC NATURAL INE 40X48 19 MIC BLUE COR LINE 42X48 1.15 MIL BLUE F LINE 42X48 1.15 MIL CLEAR	CS
700037 KLEENL 700921 KLEENL 701102 KLEENL 703097 KLEENL 700030 KLEENL 702500 KLEENL 701065 KLEENL 701100 KLEENL	INE 24X33 11 MIC RED PRIN INE 24X33 14 MIC NATURAL INE 24X33 16 MIC NATURAL INE 28X45 .90 MIL CLEARCO INE 38X46 14 MIC BLUE COR LINE 40X48 1.15 MIL CLEAR LINE 40X48 1.3 MIL RED PRI INE 40X48 16 MIC NATURAL INE 40X48 19 MIC BLUE COR LINE 42X48 1.15 MIL BLUE F	CS
700921 KLEENL 701102 KLEENL 703097 KLEENL 700030 KLEENL 702500 KLEENL 701065 KLEENL 701100 KLEENL	INE 24X33 14 MIC NATURAL INE 24X33 16 MIC NATURAL INE 28X45 .90 MIL CLEARCO INE 38X46 14 MIC BLUE COR LINE 40X48 1.15 MIL CLEAR LINE 40X48 1.3 MIL RED PRI INE 40X48 16 MIC NATURAL INE 40X48 19 MIC BLUE COR LINE 42X48 1.15 MIL BLUE F	CS
701102 KLEENL 703097 KLEENL 700030 KLEENL 702500 KLEENL 701065 KLEENL 701100 KLEENL	INE 24X33 16 MIC NATURAL INE 28X45 .90 MIL CLEARCO INE 38X46 14 MIC BLUE COR LINE 40X48 1.15 MIL CLEAR LINE 40X48 1.3 MIL RED PRI INE 40X48 16 MIC NATURAL INE 40X48 19 MIC BLUE COR LINE 42X48 1.15 MIL BLUE F	CS CS CS CS CS CS CS CS
703097 KLEENL 700030 KLEENL 702500 KLEENI 701065 KLEENI 701100 KLEENI	INE 28X45 .90 MIL CLEARCO INE 38X46 14 MIC BLUE COR LINE 40X48 1.15 MIL CLEAR LINE 40X48 1.3 MIL RED PRI INE 40X48 16 MIC NATURAL INE 40X48 19 MIC BLUE COR LINE 42X48 1.15 MIL BLUE F	CS CS CS CS CS
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701100 KLEENL	INE 40X48 16 MIC NATURAL INE 40X48 19 MIC BLUE COR LINE 42X48 1.15 MIL BLUE F	CS CS
	INE 40X48 19 MIC BLUE COR INE 42X48 1.15 MIL BLUE F	CS
70206E VICENII	INE 42X48 1.15 MIL BLUE F	
703065 KLEENL		CS
703570 KLEENI	LINE 42X48 1.15 MIL CLEAR	
702520 KLEEN		CS
571787 KLEENLIN	NE LOW PRO AIR MOVERLIGH	EA
577520 KLEENLI	NE PRO 12UE UPRIGHT VAC+	EA
262036 KLEENI	INE PRO BLACK 17 IN STRIP	CS
262032 KLEENL	INE PRO BLACK 20 INSTRIPP	CS
262033 KLEENL	INE PRO BLUE 20 IN CLEANI	CS
650340 KLEENLIN	E PRO BLUE WONDER MAIDW	CS
660000 KLEENL	INE PRO FAST GLIDE 18 MO"	EA
574721 KLEENL	INE PRO FILTER BAGS 10/PK	PK
262031 KLEENL	INE PRO RED 20 IN BUFFING	CS
161360 KLEENLII	NE WAVE 3D URINAL SCREEN	CS
350474 KLP MED	DUTY SCOURING SPONGEYEL	CS
652101 KLP MIC	CROFIBER 24-IN FRINGED DR	CS
329115LBL LABEL	- #1 GLANCE HC GLASS AND	EA
329250LBL LABEL	- #57 OXIVIR FIVE 16 CONC	EA
329284LBL LABEL - :	#66 PROMINENCE HD CLEAN	EA
410034LBL LABEL -	CITRUS SOLVENT DEGREASE	EA
410074LBL l	ABEL - MEAN GREEN	EA
792368 M2105E	3-N/S-16 BLUE POLYLITE SHO	CS
180012 MICROFI	BER COVER FOR HIGH DUSTE	CS
170082 OXIVIF	R 1 WIPES 4 X 160CT WIPES	CS
170078 OXIVIR	1 WIPES 4X160CT WIPES 11	CS
170366 OXIVIR	TB DISINFECTANT WIPES 16	CS
170368 OXIVIR	TB WIPES 160 PER BUCKET	CS
190070 PLASTIC	LOBBY DUSTPAN LE PLASTI	EA
574801 PRO TO	OOL KIT W/2-PC TELESCOPIC	EA
390017 PROVON FO	DAMING HANDWASH WITH MO	CS
660084 PULSE 1	8-IN MICROFIBER CLEANING	KT
88GOJ7318DSSLV PURELL	MESSENGER ES8 FL STAND G	EA
180102 Q850 QI	JICK CONNECT FLEXIBLE DUS	CS
290842 REPLACE	MENT BLADES FOR SCRAPER-	PK
730710 RM BRUT	E 55 GL ROUND TRASHCONTA	EA
730739 RM EXE	CUTIVE BRUTE CADDY BAG -	EA
660311 RM HYGE	N YELLOW CHARGING BUCKET	EA
574516 SENSOR	VAC PAPER 5300 MICRO FIL	PK

		•
266004	SQUARE SCRUB DOODLE SCRUB BLUE	CS
266001	SQUARE SCRUB DOODLE SCRUB SQP D	CS
577217	SQUARE SCRUB DOODLE SCRUB W/CAR	EA
266003	SQUARE SCRUB DOODLE SHO PADS CH	CS
577922	SQUARE SCRUB DOODLE SKATE	EA
890040	TRIGGER SPRAYER FOR 24 & 32 OZ	EA
6553101	TRUST ADJUSTABLE MOP HANDLE BLU	EA
6553101	TRUST ADJUSTABLE MOP HANDLE BLU	EA
650078	TRUST MICROFIBER MOP FRAME	EA
655330	TRUST X1 SINGLE USE MICROFIBER	CS
5886452090	VACUUM BAG SENSOR BP/RANGER 10	PK
820715	WAXED PAPER LINERS FOR WALL UNI	CS
180160	WAXIE #312 LAMBSWOOL DUSTER 28	EA
850555	WAXIE 3900 CLEAN & SOFT WHITE N	CS
750016	WAXIE BAR-TOP FURNITURE POLISH	CS
320824	WAXIE BOMBERS FLOOR STRIPPERGL	CS
410034	WAXIE CITRUS SOLVENT DEGREASER	GL
320971	WAXIE EDGE OFF BASEBOARD AEROSO	CS
1070264	WAXIE FIBERCARE #2 CARPET EXTRA	CS
324044	WAXIE GROUT RESCUE GROUTREJUVEN	CS
1070740	WAXIE HIP SHOT CARPET SPOTREMOV	CS
930104	WAXIE INNOVATION EXTREME UHS FL	CS
930104	WAXIE INNOVATION EXTREME UHSFLO	DM
410074	WAXIE MEAN GREEN ALL-PURPOSEDEG	CS
750321	WAXIE METAL BRITE WATER-BASEDST	CS
571710	WAXIE METAL BRITE WATER-BASEDST  WAXIE SHAMPOO TANK NA FOR WX 57	EA
571715	WAXIE SHAMPOO VALVE - BRASS	EA
930160	WAXIE SHAWIFOO VALVE - BRASS _ WAXIE SPOTLIGHT INSTANT SPRAY B	CS
890045 320895	WAXIE SPRAY BOTTLE - 24 OZ 96/C WAXIE ULTRA CLEAN WOOD FLOOR CL	EA GL
1030610	WAXIE-GREEN CSL CALCIUM SCALE &	
		CS
1070661	WAXIE-GREEN ENCAPSULATING CARPE	CS
574646	WIN 2046 14-IN VERSAMATIC REPLA	EA
750310	WX METAL SHEEN S. STEEL OIL BAS	CS
851665	110292A TORK ADVANCED HIGH CAPA	CS
851423	13728 PACIFIC BLUE SELECT 2-PLY	CS
290470	18-IN COMBO SQUEEGEE/WASHER	EA
730730	2640 - ROUND BRUTE DOLLY - BLACK	EA
855104	26490 PACIFIC BLUE ULTRAWHITE R	CS
851930	330-43 CAT 74 KEY	EA
290970	3410 SAFETY SCRAPER	EA
290980	3410B 100 BLADES FOR SAFETY SCR	BX
260220	3M 20-IN BLACK HI-PROPAD #7300	CS
261647	3M 20IN SKY BLUE HI-PER- FORMAN	CS
350360	3M 8541 DOODLEBUG BROWN PAD 5/B	CS
350370	3M 8550 HI-PRO BLACK DOODLEBUGP	BX
389805	5053-02 PURELL ES4 ADV HANDSANI	CS

111011	T 54045 MWDALL WCO LIVED OVALLE DDAG	
444011	54015 WYPALL X60 HYDROKNIT BRAG	CS
2060671	6310 RM TOILET BOWL BRUSH WHITE	EA
730785	7704 GATOR DOLLY TRANSPORT BLAC	EA
389809	7753-02 PURELL HLTHCARE ES8 ADV	CS
850543	89420 ENMOTION 8-IN HI-CAPACITY	CS
500408	9T75 HIGH SECURITY CLEANING CAR	EA
770400	BLUE MICROFIBER TERRY CLOTH16 X	DZ
1032020	CBC PLUS BOWL CLEANER 61143699-	CS
2060670	GROUT AND CREVICE BRUSHRM 9B56R	EA
350511	HOSPECO EXPUNGE X24 - X-SPONGE	CS
1030221	IMP 150 VALUE PLUS TOILET BOWL	CS
329115	J-FILL 1 GLANCE GLASS AND SUR-F	CS
329283	J-FILL 53 STRIDE FRAGRANCE FREE	CS
329250	J-FILL 57 OXIVIR FIVE 16 CONCEN	CS
329284	J-FILL 66 PROMINENCE HD FLOOR C	CS
851530	KLEENLINE 041 HALF-FOLD TOILETS	CS
851167	KLEENLINE 1957 WHITE 2-PLY FSC	CS
701100	KLEENLINE 40X48 16 MIC NATURAL	CS
700036	KLEENLINE 40X48 16 MIC RED PRIN	CS
703065	KLEENLINE 40X48 19 MIC BLUE COR	CS
704544	KLEENLINE 40X48 22 MIC BLACKCOR	CS
160881	KLEENLINE CITRUS 30-DAY METERED	BX
160474	KLEENLINE ECO CLIP COTTON BLOSS	BX
577520	KLEENLINE PRO 12UE UPRIGHT VAC+	EA
262036	KLEENLINE PRO BLACK 17 IN STRIP	CS
650340 650350	KLEENLINE PRO BLUE WONDER MAIDW KLEENLINE PRO BLUE WONDERJANITO	EA CS
	KLEENLINE PRO FAST GLIDE 18 MO"	EA
660000 574721	KLEENLINE PRO FILTER BAGS 10/PK	PK
262031	KLEENLINE PRO PILTER BAGS 10/PK  KLEENLINE PRO RED 20 IN BUFFING	CS
650133	KLEENLINE PRO ULTRA SORB WET MO	CS
850232	KLEENLINE SELECT 2001 MULTIFOLD	CS
853796	KLEENLINE TAD WHITE MULTIFOLD T	CS
161360	KLEENLINE WAVE 3D URINAL SCREEN	BX
350474	KLP MED DUTY SCOURING SPONGEYEL	CS
650189	KLP MICROFIBER 24-IN LOOPED WET	EA
329115LBL	LABEL - #1 GLANCE HC GLASS AND	EA
329115LBL	LABEL - #1 GLANCE HC GLASS AND	EA
410074LBL	LABEL - MEAN GREEN	EA
792368	M2105B-N/S-16 BLUE POLYLITE SHO	CS
2050941	METAL THREAD WOOD HANDLE 72 IN	EA
170082	OXIVIR 1 WIPES 4 X 160CT WIPES	CS
170368	OXIVIR TB WIPES 160 PER BUCKET	CS
ADV30639A	PAD DRIVER 20	EA
190070	PLASTIC LOBBY DUSTPAN LE PLASTI	EA
390017	PROVON FOAMING HANDWASH WITH MO	CS
660084	PULSE 18-IN MICROFIBER CLEANING	KT
	1	

1030451	PUMIE SCOURING STICK PUMICE BAR	ВХ
180102	Q850 QUICK CONNECT FLEXIBLE DUS	EA
290842	REPLACEMENT BLADES FOR SCRAPER-	PK
652338	RM 58-IN Q750 QUICK CONNECTHAND	CS
730710	RM BRUTE 55 GL ROUND TRASHCONTA	EA
730710	RM BRUTE 55 GL ROUND TRASHCONTA	EA
730739	RM EXECUTIVE BRUTE CADDY BAG -	EA
574715	SANITAIRE SC679K 12-IN UPRIGHT	EA
574516	SENSOR VAC PAPER 5300 MICRO FIL	PK
855122	TORK 8031000 UNIVERSAL ROLL TOW	CS
890040	TRIGGER SPRAYER FOR 24 & 32 OZ	EA
650078	TRUST MICROFIBER MOP FRAME	EA
655330	TRUST X1 SINGLE USE MICROFIBER	CS
820715	WAXED PAPER LINERS FOR WALL UNI	CS
820715	WAXED PAPER LINERS FOR WALL UNI	CS
750016	WAXIE BAR-TOP FURNITURE POLISH	CS
320822	WAXIE BOMBERS FLOOR STRIPPER5 G	DM
320822	WAXIE BOMBERS FLOOR STRIPPER5 G	DM
1030090	WAXIE DBBC DISINFECTANT BATHRM	CS
320971	WAXIE EDGE OFF BASEBOARD AEROSO	CS
855402	WAXIE EVERLAST BATH TISSUE VERT	EA
170018	WAXIE GERMICIDAL ULTRA BLEACH12	CS
324044	WAXIE GROUT RESCUE GROUTREJUVEN	CS
324044	WAXIE GROUT RESCUE GROUTREJUVEN	CS
930104	WAXIE INNOVATION EXTREME UHS FL	CS
930102	WAXIE INNOVATION EXTREME UHSFLO	DM
930102	WAXIE INNOVATION EXTREME UHSFLO	DM
930102	WAXIE INNOVATION EXTREME UHSFLO	DM
410074	WAXIE MEAN GREEN ALL-PURPOSEDEG	CS
410074	WAXIE MEAN GREEN ALL-PURPOSEDEG	CS
750321	WAXIE METAL BRITE WATER-BASEDST	CS
750321	WAXIE METAL BRITE WATER-BASEDST	CS
571715	WAXIE SHAMPOO VALVE - BRASS _	EA
890045	WAXIE SPRAY BOTTLE - 24 OZ 96/C	EA
530050	WAXIE SURE BRITE LAUNDRY DETERG	ВХ
388084	WAXIE WHITE LANOLIN HAND SOAPGL	CS
388084	WAXIE WHITE LANOLIN HAND SOAPGL	CS
1030610	WAXIE-GREEN CSL CALCIUM SCALE &	CS
1030610	WAXIE-GREEN CSL CALCIUM SCALE &	CS
1070661	WAXIE-GREEN ENCAPSULATING CARPE	CS
750310	WX METAL SHEEN S. STEEL OIL BAS	CS

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Rancho	OFF	16:00-00:00	16:00-00:00	16:00-0:00	16:00-0:00	16:00-0:00	OFF	40
Summerlin	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
Centennial Hills	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
Wellness Center	OFF	16:00-00:00	16:00-00:00	16:00-0:00	16:00-00:00	16:00-0:00	OFF	40
Spring valley	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
Peecole	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
Blue Diamond	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
Southern Highlands	OFF	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	OFF	40
ENTERPRISE	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
NELLIS	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
2040 W CHARLESTON	OFF	12:00-20:00	12:00-20:00	12:00-20:00	12:00-20:00	12:00-20:00	OFF	40
2040 W CHARLESTON	OFF	16:00-00:00	16:00-00:00	16:00-00:00	16:00-0:00	16:00-0:00	OFF	40
2040 W CHARLESTON/DAY	OFF	8:00-14:00	8:00-14:00	8:00-14:00	8:00-14:00	8:00-14:00	OFF	40
Aliante	17:00-1:00	17:00-1:00	16:00-22:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
SUNSET	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	56
Lied PCMD Clinic	OFF	16:00-20:00	16:00-20:00	16:00-20:00	16:00-20:00	16:00-20:00	OFF	20
Infusion	13:00-21:00	13:00-21:00	13:00-21:00	13:00-21:00	13:00-21:00	13:00-21:00	13:00-21:00	56
2231 building first floor	OFF	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	17:00-1:00	OFF	40
2231 building Second floor	OFF	13:00-21:00	13:00-21:00	13:00-21:00	13:00-21:00	13:00-21:00	OFF	40
2100 W Charleston Morning	TBD	56						
2100 W Charleston DAY	TBD	56						
2100 W Charleston Ped 24 hr	TBD	56						
820 Charleston	Off	4	4	4	0:00	4	Off	20
Milian Office	OFF	TBD	TBD	TBD	TBD	TBD	OFF	40
Miliam Building	OFF	TBD	TBD	TBD	TBD	TBD	OFF	40
Relief	Spring	Spring	Peecole	Peccole	OFF	OFF	Infusion	40
Relief	Infusion	OFF	OFF	Aliante	Aliante	Summerlin	Summerlin	40
Relief	OFF	Enterprise	Enterprise	Nellis	Nellis	OFF	OFF	40
Relief					Blue	Blue		16
Floor tech	8	8	OFF	OFF	8	8	8	40
Floor tech	8	8	OFF	OFF	8	8	8	40
Floor tech	8	8	8	8	OFF	OFF	8	40
Floor tech	8	8	8	8	OFF	OFF	8	40
Floor tech	8	8	8	8	OFF	OFF	8	40
Lied Supervisor	OFF	8	8	8	8	8	OFF	40
Supervisor	8	8	OFF	OFF	8	8	8	40
TOTAL								1584

# **EXHIBIT G**SMS UNIFORM STANDARDS

### **Uniforms and Appearance**

Our employees are trained from their first day on the importance of maintaining a neat, professional appearance while at work. Pictured at right is an example of our current standard uniform. SMS can customize colors and logos to match each facility.

For our standard uniforms, all frontline employees are required to wear a deep red polo with the white SMS logo on the left chest area. Shirts must be tucked in at all times with no wrinkles, fading, stains, or holes. SMS employees are required to wear black slacks, which must also be clean with no wrinkles, fading, stains, or holes, and a black belt. Shoes must be black and slipresistant with rubber soles. Uniforms are provided by SMS at no cost to the employee. The employee are required to have UMC Picture identification on them while on site.

Pictured below is our SMS Safety Matters Uniform Poster, which is printed in both English and Spanish and posted in all the on-site breakrooms. This information can also be found in our SMS Employee Handbook.



## **EXHIBIT H**

# Ambulatory Care Janitorial Services Monthly Key Performance Indicators

Monthly Key Performance Indicators Review Table		
Key Performance Indicators (KPI)	Standards Met	Standards Not Met
Work Order Completion within 5 Days		
Quarterly Safety Compliance		
Quality Inspections		

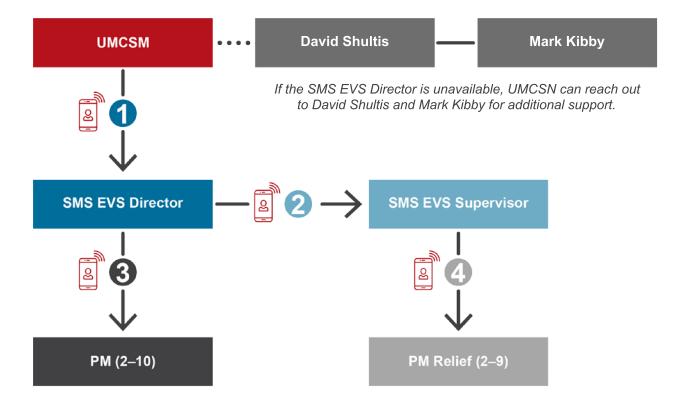
COMPANY Management Staff will meet with UMC EVS Director to discuss



smshealthcare.com

# SMS Healthcare Call Tree

In the event of an emergency, UMCSN would call the following:





June 16th, 2025

Melannie Hines Contract Specialist University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Outsourced Managed Janitorial Services.

#### Dear Ms. Hines:

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 Outsourced Managed Janitorial Services. 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 is 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 online 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 Outsourced Managed Janitorial Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Outsourced Managed Janitorial Services category. A contract was executed with SMS Healthcare in November of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services



May 20, 2025

Portia Ealy
Director of Environmental Services
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

RE: Disclosure of Ownership

Dear Ms. Ealy:

SMS Healthcare is a Division of Service Management Systems, Inc.

Service Management Systems, Inc. is a 100% wholly-owned subsidiary of SMS Holdings Corp.

Sincerely,

David Shultis | Division Vice President

SMS Healthcare

7135 Charlotte Pike, Suite 100

Nashville, TN 37209

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Framework Customer Agreement, Statements of Work, and Quote with SailPoint Technologies, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreements with SailPoint Technologies, Inc. for Identity Security Cloud Software; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000854000 Funded Pgm/Grant: N/A

Description: Identity Security Cloud Software Bid/RFP/CBE: NRS 332.115(1)(h) – Software

Term: 6/30/2025 - 6/29/2028

Amount: \$991,530

Out Clause: Budget Act and Fiscal Fund Out

#### **BACKGROUND:**

This request is to execute the new Framework Customer Agreement, Statements of Work, and Quote ("Agreements") with SailPoint Technologies, Inc. ("SailPoint") for the Identity Security Cloud Software. This software is essential for managing identity and account onboarding at UMC using Role-Based Access Control (RBAC). Without it, account creation processes would be more error-prone and time-consuming. Once the full transition to SailPoint is complete, account creation times will be significantly reduced, and redundant work will be eliminated, improving overall efficiency.

UMC will compensate SailPoint \$991,530 for three (3) years from June 30, 2025, through June 29, 2028. Staff also requests authorization for the Hospital CEO to execute extension options and amendments that are within his yearly delegation of authority if deemed beneficial to UMC.

UMC's Information Security Officer/Director of Cybersecurity has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required because this Agreement is for the provision of remote services.

Cleared for Agenda June 18, 2025

Agenda Item#

12



#### FRAMEWORK CUSTOMER AGREEMENT

This SailPoint Framework Customer Agreement ("Agreement") is entered into between SailPoint Technologies, Inc., a Delaware corporation ("SailPoint"), with its principal place of business at 11120 Four Points Drive, Suite 100, Austin, TX 78726, USA, and the party identified below ("Customer").

#### **Customer Information**

Customer Full Legal Name:	University Medical Center of Southern Nevada
State of Incorporation/Organization:	Nevada
Headquarters and Notice Address:	1800 West Charleston Blvd. Las Vegas, NV 89102
Billing Information:	As detailed in each Order

The parties desire that this Agreement serve as a framework agreement between them to govern SailPoint's provision, and Customer's use, of SailPoint Offerings and Professional Services purchased pursuant to an Order from time to time. The parties agree to the terms and conditions hereof and cause this Agreement to be executed and effective as of the date of last signature below (the "Effective Date"). All capitalized terms used herein are defined in <a href="Exhibit A">Exhibit A</a> (Definitions) unless otherwise defined where first used.

#### Signatures

University Medical Center of Southern Nevada ("Customer")	SailPoint Technologies, Inc. ("SailPoint")
By:Authorized Representative	By: Signed by:  Ton Beck  DC280024B3294B7  Authorized Representative
Name: Mason Van Houweling	Name: Tom Beck
Title: Chief Executive Officer	Title: VP Operations
Date:	Date: Jun 12, 2025

Initial

SailPoint Technologies, Inc.

CONFIDENTIAL

#### **Terms and Conditions**

#### 1. SailPoint Offerings.

- 1.1. Use Rights. During the applicable Order Term, SailPoint grants Customer a limited, non-exclusive, non-transferrable, non-sublicensable right to access, install, execute, and/or use (as applicable) the SailPoint Offerings solely for Customer's internal business operations, solely in accordance with the Documentation and subject to the terms of this Agreement, including the number of Identity Cubes, Sources, or other licensing measurement documented in the Order.
- 1.2. **Required Software for the SaaS Services**. The use of certain SaaS Services requires the installation of Required Software as a pre-requisite for using the SaaS Services. Customer agrees to install any Required Software, including any required updates when available, and SailPoint hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, license to install, execute, display, and use the Required Software in accordance with the Documentation, solely in connection with the SaaS Services, during the Order Term, in each case subject to the terms of this Agreement.
- 1.3. **Support**. SailPoint shall provide Support to Customer during the applicable Order Term. Support is included with Customer's purchase of the applicable SaaS Services or Software license at no additional charge. An upgrade to higher level support services may be available for an additional charge.
- 2. Free Licenses; Outside Technologies; and SailPoint Connectors & Integrations.
- 2.1. Free Licenses. If Customer registers on SailPoint's website for a free trial or SailPoint provides Customer with a preproduction or sandbox instance of a SaaS Service or Software (which may be provided alone or for use contemporaneously with a purchased SailPoint Offering), SailPoint will make the applicable SaaS Services or Software available to Customer free of charge. Notwithstanding anything to the contrary in this Agreement, SailPoint does not provide Support, warranties, service level commitments, or indemnification for trials, pre-production or sandbox instances, evaluations, or free or beta offerings.
- 2.2. Outside Technologies. Customer acknowledges and agrees that the SailPoint Offerings may operate on or with products, applications and/or services made available through Customer or a third-party ("Outside Technologies"), including, through the use of application programming interfaces (APIs). As between the parties, Customer is solely responsible for any Outside Technologies, and SailPoint is not responsible or liable for Customer's acquisition and/or use of such Outside Technologies, including, if applicable, all transmission of data through such Outside Technologies. In addition, the terms of this Agreement do not extend to Customer's use of Outside Technologies, which could impact the performance or availability of SailPoint Offerings. SailPoint is not obligated to remediate or compensate for any performance or availability issues arising from, in whole or in part, the Customer's use of Outside Technologies with the SailPoint Offerings. To the extent the use of any Outside Technology requires Customer to possess API keys, tokens, or other access credentials, Customer is solely responsible for obtaining all such keys, tokens, credentials, or rights, including the right to use such Outside Technology.
- 2.3. SailPoint Connectors and Integrations. Certain Connectors (as defined in Exhibit A under SailPoint Offerings) and Integrations are provided to Customer for use in accordance with this Agreement and the Documentation. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that SailPoint shall provide Support for the Connectors and the Integrations, solely with respect to the functionality of the Connectors and the Integrations that are within SailPoint's control.
- 3. **Professional Services.** The following terms and conditions shall apply to Professional Services:
- 3.1. Scope of Professional Services. Professional Services will be documented in a mutually executed statement of work ("SOW") or Order. Professional Services shall not constitute works-for-hire. While performing Professional Services at Customer's site, SailPoint will comply with all applicable Customer network and safety rules, guidelines and policies that do not conflict with the terms of this Agreement and any attachments hereto. Professional Services will begin and terminate on the dates or times described in the applicable SOW or Order, unless earlier terminated in accordance with this Agreement.
- 3.2. Fees and Expenses. Fees for Professional Services are described in a SOW or an Order. SailPoint may issue invoices monthly for Professional Services performed or in accordance with a payment schedule documented in a SOW or Order. SailPoint shall invoice Customer, and Customer shall pay, all pre-approved actual and reasonable expenses for travel, food and lodging, . SailPoint may suspend Professional Services if Customer fails to pay all undisputed fees when due.
- 3.3. **Termination or Delay of Professional Services**. Customer may terminate Professional Services by giving ten (10) days prior written notice to SailPoint; termination shall be effective ten (10) days after SailPoint's receipt of the notice. If

Customer delays the scheduled start of contracted Professional Services, Customer shall reimburse SailPoint for any actual non-refundable costs incurred (including for expenses and contractors) due to the delay. If Customer terminates Professional Services before the agreed end of a Professional Services engagement as set forth in a SOW or Order, Customer shall pay SailPoint for any Professional Services performed but not yet paid for prior to the termination date, as well as reasonable and actual costs (including for expenses and contractors) incurred by SailPoint through the effective date of the termination.

- 3.4. **Independent Contractors**. SailPoint is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations, including but not limited to, Worker's Compensation Insurance. Nothing herein shall form or be construed to form a joint venture or partnership.
- 4. Customer Responsibilities and Restrictions.
- 4.1. Customer Responsibilities. Except for SailPoint's obligations described in Section 9 (Confidentiality) and Section 10 (Data Processing and Security), Customer shall: (i) have sole responsibility for and comply with all laws and regulations applicable to the accuracy, quality, processing, transmission and right to possess all Customer Data, the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this Agreement; (ii) be responsible for the security and confidentiality of Customer's and its Users' account information; (iii) be responsible for maintaining a back-up of all Customer Data; (iv) have sole responsibility of the export of all Customer Data in compliance with all data residency and data restrictions requirements for any applicable countries (including, but not limited to, Russia and People's Republic of China), prior to connecting any Source to the SailPoint Offerings; and (v) prevent unauthorized access to, or use of, the SailPoint Offerings, and notify SailPoint promptly of any unauthorized access or use. Customer acknowledges that SailPoint exercises no control over the Customer Data transmitted by Customer or Users to or through the SaaS Services or Required Software. SailPoint may impose limits on the use of or access to SailPoint Offerings as required by applicable law.
- 4.2. General Restrictions. Customer and its Users shall not, and shall not permit any third party to: (i) copy or republish any SailPoint Offerings; (ii) make any SailPoint Offerings available to any person other than Users; (iii) rent, lend, sell, sublicense, or use any SailPoint Offerings to provide service bureau, time-sharing or other services to third parties; (iv) send to SailPoint, or store in the SaaS Services, any Sensitive Data; (v) install the Required Software in any country that has data residency or data transmission restrictions, including, but not limited to, Russia and the People's Republic of China; (vi) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to, or in connection with, the SaaS Services or the Required Software; (vii) send or store infringing or otherwise unlawful material in connection with the SaaS Services; (viii) modify or create derivative works based upon any SailPoint Offerings; (ix) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in any SailPoint Offerings; (x) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in any SailPoint Offerings, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (xi) access or use any SailPoint Offerings to build a similar or competitive product; or (xii) attempt to gain unauthorized access to or interfere with or disrupt the integrity or performance of, the SaaS Services or its related systems or networks or the data contained therein. If for some reason these restrictions are prohibited by applicable law or by an agreement SailPoint has with one of its licensors, then the activities are permitted only to the extent required to comply with the law or agreement.
- 4.3. Users. Customer will cause all Users to abide by the terms and conditions of this Agreement. Any action or omission of a User, which, if attributable to Customer would constitute a breach of this Agreement by Customer, will be deemed to be a breach of this Agreement by Customer. SailPoint may suspend any User's access to the SailPoint Offerings for any breach without notice.
- 5. Intellectual Property.
- 5.1. Ownership and Reservation of Rights of SailPoint Intellectual Property. SailPoint and its licensors own and, except for the limited rights expressly granted to Customer under this Agreement, retain all right, title, and interest in and to all SailPoint Offerings, Documentation, any modifications to the SailPoint Offerings developed in whole or in part through Professional Services, and any other materials provided by SailPoint or its licensors under this Agreement, including all copies thereof made by Customer and all modifications, derivative works, patches, revisions, and updates related thereto and intellectual property rights therein.
- 5.2. **Rights in and Retrieval of Customer Data**. As between SailPoint and Customer, Customer owns the Customer Data. Customer hereby grants to SailPoint and its contractors, a limited-term, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, copy, reproduce, transmit, display, and process the Customer Data during the applicable Order Term as reasonably necessary to provide, support, and improve the SaaS services. During the Order Term, Customer may extract Customer Data from the SaaS Services at any time using SailPoint's standard web services.

Upon request by Customer made at least thirty (30) days prior to the effective date of the termination of the applicable Order Term, at no cost for a maximum of thirty (30) days following the termination, SailPoint will make a file of the Customer Data then-currently stored in the SaaS Services available to Customer for download. After the thirty (30)-day period, SailPoint shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data from SailPoint's servers; provided, however, that SailPoint will not be required to remove copies of the Customer Data from its backup servers until such time as the backup copies are scheduled to be overwritten in the normal course of business. In all cases SailPoint will continue to protect the Customer Data in accordance with Section 9 (Confidentiality) for so long as the Customer Data remains on its backup servers.

5.3. **Feedback**. To the extent Customer or any of its Users provides any suggestions for modification or improvement or other comments, code, information, know-how, or other feedback (whether in oral or written form) relating to SailPoint Offerings ("**Feedback**"), Customer hereby grants to SailPoint a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to use and commercially exploit the Feedback in any manner SailPoint sees fit without accounting or other obligation.

#### 6. Orders and Payment.

- 6.1. **Orders**. Customer may purchase SailPoint Offerings by either: (a) entering into an Order with SailPoint; or (b) entering into an Order with a Partner. All Orders placed through a Partner will be subject to pricing as mutually agreed by Customer and Partner. All SailPoint Offerings purchased by Customer from SailPoint directly, or through a Partner shall be governed exclusively by this Agreement and, subject to Section 13.7 (Entire Agreement), the applicable Order.
- 6.2. Fees; Taxes; Invoicing and Payment. All fees for the SailPoint Offerings shall be set forth in the applicable Order. All fees are exclusive of sales and use taxes, value added taxes (VAT), or similar charges ("Taxes"). If applicable, Customer is responsible for payment of all Taxes relating to Customer's purchase and use of the SailPoint Offerings, excluding taxes based on SailPoint's net income. Unless otherwise provided in the Order, all fees and amounts stated on each Order are due net thirty (30) days from date of invoice. Except as expressly provided otherwise in the Terms and Conditions of this Agreement, fees are non-refundable, non-cancellable and not subject to set-off. All fees shall be stated in and paid by the Customer in the currency stated on the Order. If Customer purchases through a SailPoint Partner and/or Marketplace, the Terms and Conditions of this Agreement will govern Customer's use of such SailPoint Offerings. If Customer fails to pay the Marketplace for the SailPoint Offerings, SailPoint retains the right to enforce Customer's payment obligations and collect directly from Customer. If a Partner notifies SailPoint that the Partner is entitled to, and seeks to, terminate, or suspend any SailPoint Offerings purchased by Customer through the Partner pursuant to an agreement between the Partner and the Customer, SailPoint may suspend or terminate the SailPoint Offerings identified by the Partner. SailPoint shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension or termination of SailPoint Offerings in accordance with this section.

#### 7. Term, Suspension, and Termination.

- 7.1. **Term**. The Term of this Agreement shall begin on the Effective Date and continues until the stated Order Term in all Orders has expired or has otherwise been terminated. This Agreement may be terminated at any time by the mutual written agreement of SailPoint and Customer.
- 7.2. **Termination for Material Breach**. Either party may terminate this Agreement if the other party fails to cure any material breach (including Customer's failure to pay SailPoint when undisputed fees are due) of this Agreement pursuant hereto within thirty (30) days after receipt of written notice of the breach. Provided however, a material breach of a SOW shall not entitle either party to terminate this Agreement or any Orders except for the applicable SOW. Upon any termination of this Agreement by Customer for a material breach by SailPoint pursuant to this Section 7.2, SailPoint will refund Customer a pro-rata portion of any fees paid by Customer to SailPoint that cover the remainder of the Order Term(s) after the effective date of termination and a pro-rata portion of any prepaid fees paid by Customer to SailPoint for Professional Services that cover Professional Services that have not been delivered as of the effective date of termination. In the event SailPoint terminates this Agreement because of Customer's material breach, all unpaid fees under all Orders shall be accelerated and become immediately due and payable.
- 7.3. **Termination for Insolvency**. To the extent permitted by law, this Agreement may be terminated before the expiration date of the Term on written notice by either party if a party (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (vi) a party rejects the Agreement pursuant to Section 365 of the U.S. Bankruptcy Code or any similar insolvency laws, whether such rejection is by order of the court or by operation of law, and a party or its successors or assigns fail to timely cure all monetary defaults under this Agreement or timely perform its obligations hereunder.

- 7.4. **Suspension**. SailPoint may suspend Customer's use of, or access to, the SailPoint Offerings if (i) SailPoint reasonably believes that there is a significant threat to the security, integrity, functionality, or availability of the SailPoint Offerings or any data in the SailPoint Offerings; (ii) Customer or its Users are in breach of Section 4.2 (General Restrictions); or (iii) Customer fails to pay SailPoint when undisputed fees are due; provided however SailPoint will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy the violation or threat prior to the suspension. Suspension of the SailPoint Offerings under (i) this Section 7.4 or (ii) Professional Services under Section 3, shall not release Customer of its payment obligations under this Agreement.
- 7.5. **Effect of Termination**. Upon expiration or termination of this Agreement, all licenses to the Software and Required Software, access to the SaaS Services granted to Customer under this Agreement, and all Orders for SailPoint Offerings associated with this Agreement, including use of, and access to, the Documentation, shall immediately terminate and Customer will cease using any Software, Required Software, SaaS Services (except as permitted under Section 5.2 (Rights in and Retrieval of Customer Data)), Documentation and SailPoint Confidential Information, and Customer shall remove all Software, Required Software and Documentation from its systems and destroy all copies thereof. If an Order is terminated for any reason other than Customer's termination for SailPoint's material breach, such termination shall not relieve Customer of the obligation to pay all fees stated in the Order, whether currently due or would be due in the future for the full term of the Orders. Sections 4.2 (General Restrictions), 5 (Intellectual Property), 6.2 (Fees; Taxes, Invoicing and Payment), 7.5 (Effect of Termination), 8.5 (Disclaimer), 9 (Confidentiality), 11 (Limitations of Liability), 12 (Indemnification), and 13 (General) shall survive the expiration or termination of this Agreement for any reason.
- 8. Warranties and Remedies, and Disclaimers.
- 8.1. **General**. Each party represents and warrants that it has the legal power and authority to enter into and perform under this Agreement.
- 8.2. SaaS Services. SailPoint warrants that during any Order Term for the SaaS Services, the SaaS Services and if applicable, Required Software, will perform substantially in accordance with the SaaS Services Documentation. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 8.2: (i) SailPoint shall correct the non-conforming SaaS Services and Required Software at no additional charge to Customer; or (ii) in the event SailPoint is unable to correct the deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable SaaS Services subscription and SailPoint will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Services calculated from the date SailPoint received the notice contemplated in the next sentence to the end of the paid up period. To receive warranty remedies, Customer must promptly report deficiencies in writing to SailPoint, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The warranty set forth in this Section 8.2 shall not apply to the extent there has been: (a) a modification of the SaaS Services or Required Software by a party other than SailPoint (b) use of the SaaS Services or Required Software in combination with any other product, service, Outside Technology, or device if the non-compliance would have been avoided by the use of the SaaS Services or Required Software without the other product, service, Outside Technology, or device; and/or (c) use otherwise not in accordance with the SaaS Services Documentation, this Agreement and applicable law.
- 8.3. Software. SailPoint warrants that the Software will materially conform to the Software Documentation for a period of ninety (90) days from the start date of the Order Term for the Software. If during the warranty period the Software does not materially conform to the Software Documentation, then Customer's exclusive remedy under this Section 8.3 will be to have SailPoint, at SailPoint's expense and option, either correct or replace the non-conforming Software, or refund Customer any prepaid fees attributable to the defective Software on a pro-rata basis calculated from the date SailPoint received written notice of the defect through the end of the paid-up period. To receive warranty remedies, Customer must promptly report deficiencies in writing to SailPoint during the warranty period and not later than thirty (30) days from the date Customer first identifies the deficiency. If SailPoint refunds license fees to Customer for defective Software, Customer's license to the Software shall terminate, Customer shall permanently delete all copies of the Software from Customer's systems, and upon SailPoint's request, Customer shall certify in writing to the permanent deletion. This warranty set forth in this Section 8.3 shall not apply to the extent there has been: (i) a modification of the Software by a party other than SailPoint; (ii) use of the Software in combination with any other product, service, Outside Technology, or device if the non-compliance would have been avoided by the use of the Software without the other product, service, Outside Technology, or device; and/or (iii) use otherwise than in accordance with the Software Documentation, this Agreement and applicable law.
- 8.4. **Professional Services**. SailPoint warrants that SailPoint will perform Professional Services in a professional manner consistent with applicable industry standards. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 8.4, SailPoint will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming portion of the Professional Services.

8.5. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAILPOINT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. SAILPOINT DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE OR SAAS SERVICES OR REQUIRED SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED. SAILPOINT MAKES NO WARRANTY REGARDING ANY NON-SAILPOINT APPLICATION OR OUTSIDE TECHNOLOGY WITH WHICH THE SOFTWARE OR SAAS SERVICES OR REQUIRED SOFTWARE MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

#### 9. Confidentiality.

- 9.1. As used in this Agreement, "Confidential Information" means all proprietary, non-public information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the Receiving Party to be "confidential" or "proprietary" within thirty (30) days of the disclosure, or (c) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including the Customer Data, the SailPoint Offerings, and the business and marketing plans, technology and technical information, product designs, and business processes of either party. Confidential Information of SailPoint includes, without limitation, the SailPoint Offerings and Documentation. The Terms and Conditions of this Agreement are Confidential Information; however, the existence of this Agreement is not Confidential Information.
- 9.2. "Confidential Information" does not include information that:
  - is known publicly at the time of the disclosure by the Disclosing Party or becomes known publicly after disclosure through no fault of the Receiving Party;
  - b. is known to the Receiving Party at the time of disclosure by the Disclosing Party due to previous receipt from a source that was not bound by confidentiality obligations to the Disclosing Party at that time; or
  - c. is independently developed by the Receiving Party without use of or reference to the Confidential Information as demonstrated by the written records of the Receiving Party.
- 9.3. The Receiving Party shall use at least the same degree of care that it uses to protect its own similar confidential information (but not less than reasonable care) to: (a) use the Disclosing Party's Confidential Information only as permitted under this Agreement, unless the Disclosing Party has provided prior written consent for other uses, and (b) only disclose the Disclosing Party's Confidential Information to Receiving Party's or its Affiliates' employees, partners, contractors (including legal counsel and accountants), and service providers ("Representatives") who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement, and the Receiving Party shall be liable to the Disclosing Party for any breach by its Representatives of such confidentiality obligations.
- 9.4. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent the disclosure is required by law or order of a court or other governmental authority; provided that the Receiving Party shall use commercially reasonable efforts to promptly notify the Disclosing Party prior to the disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict the disclosure.
- 9.5. The parties agree that monetary damages may be insufficient to fully compensate either party for its losses in the event the other party violates the confidentiality provisions of this Agreement. Therefore, the Disclosing Party may be entitled to seek injunctive relief in addition to any other rights or remedies they may have at law or in equity.
- 9.6. SailPoint acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act and the 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 Customer receives a demand from a court of competent jurisdiction for the disclosure of any information related to the Agreement which SailPoint has claimed to be confidential and proprietary, Customer will immediately notify SailPoint of such demand and SailPoint shall promptly notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. In the absence of

- such notification or a subsequent protective order by a Nevada court with jurisdiction over Customer not to release the requested information or documents, it will be released.
- 10. Data Processing and Security. The parties agree to comply with the DPA incorporated into this Agreement, including SailPoint's Data Security Program set forth therein. In the event of a conflict between the terms of the DPA and this Agreement, the terms of the DPA shall govern.

#### 11. Limitations of Liability.

- 11.1. EXCEPT FOR DAMAGES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION), DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 4.2 (GENERAL RESTRICTIONS), OR CUSTOMER'S PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.
- 11.2. EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR DAMAGES ARISING FROM A PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BY WAY OF EXAMPLE AND NOT AN EXHAUSTIVE LIST), LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, OR OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- 11.3. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN ARE REFLECTED IN THE PRICING AND BUT FOR SUCH LIMITATIONS AND EXCLUSIONS, SAILPOINT WOULD NOT HAVE MADE THE SAILPOINT OFFERINGS AVAILABLE TO CUSTOMER.

#### 12. Indemnification.

- 12.1. Indemnification by SailPoint. Subject to Section 12.3 (Indemnity Process) below, SailPoint will defend Customer from any and all claims, demands, suits, or proceedings brought against Customer by a third party alleging that the SaaS Services, or Software, as provided by SailPoint to Customer under this Agreement, infringe any patent, copyright, or trademark or misappropriate any trade secret of that third party (each, an "Infringement Claim"). SailPoint will indemnify Customer for all damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by SailPoint, in connection with an Infringement Claim. In the event an Infringement Claim is brought, or in SailPoint's reasonable opinion is likely to be brought, SailPoint may, at its option: (a) procure the right to permit Customer to continue use of the SaaS Services or Software, (b) replace or modify the SaaS Services or Software with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (c) if the foregoing options are not reasonably practicable, terminate the license for the applicable infringing SailPoint Offering(s) and repay to Customer any prepaid fees paid by Customer to SailPoint for such infringing SailPoint Offering(s) with respect to any period of time following the termination date. Notwithstanding the foregoing, SailPoint shall have no liability for any Infringement Claim of any kind to the extent that it relates to (i) modification of the SaaS Services or Software by a party other than SailPoint, (ii) use of the SaaS Services or Software in combination with any other product, service, Outside Technology, or device, if the infringement would have been avoided by the use of the SaaS Services or Software without the other product, service, Outside Technology, or device, or (iii) use of the SaaS Services or Software other than in accordance with the applicable Documentation and this Agreement. The indemnification obligations set forth in this Section 12.1 are Customer's exclusive remedy and SailPoint's sole liability with respect to SailPoint's infringement or misappropriation of third-party intellectual property rights of any kind.
- 12.2. **Indemnification by Customer**. Subject to Section 12.3 (Indemnity Process), to the extent permitted by laws applicable to each party's performance under this Agreement, Customer will defend SailPoint and its Affiliates from all claims, demands, suits, or proceedings brought against SailPoint by a third party alleging a violation of a User's or third party's

rights arising from or related to any Customer Data, including the Customer's provision of the Customer Data to SailPoint or its Affiliates or their respective use of the Customer Data in connection with providing SaaS Services or Professional Services in accordance with this Agreement. Unless otherwise permitted under the laws applicable to Customer's indemnity obligations, Customer's obligation to defend shall only include the obligation to provide legal assistance of its in-house Office of General Counsel ("OGC"), and shall not include the obligation to: (1) provide or pay for other counsel to represent an indemnified party; or (2) reimburse an indemnified party for the cost of other counsel if such party elects to utilize other counsel or if OGC reasonably determines that it cannot represent such party due to the appearance of a conflict of interest. Customer will, to the extent permitted under laws applicable to each party's performance under this Agreement, indemnify SailPoint for all damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by Customer, in connection with any such claims, demands, suits, or proceedings. The indemnification obligations set forth in this Section 12.2 are SailPoint's exclusive remedy and Customer's sole liability with respect to Customer's infringement or misappropriation of a third-party's rights arising from or related to its Customer Data.

12.3. **Indemnity Process**. The party seeking indemnification under this Section 12 ("**Indemnitee**") must (a) promptly notify the other party ("**Indemnitor**") of the claim (provided that any failure to provide prompt written notice will only relieve the Indemnitor of its obligations to the extent its ability to defend a claim is materially prejudiced by the failure), (b) give the Indemnitor sole control of the defense and settlement of the claim (provided that Indemnitor shall not consent to entry of any judgment or admission of any liability of the Indemnitee, without the prior written approval of the Indemnitee), and (c) provide reasonable assistance, cooperation, and required information with respect to the defense and settlement of the claim, at the Indemnitor's expense. At its own expense, the Indemnitee may retain separate counsel to advise the indemnitee regarding the defense or settlement of the claim. With respect to Section 12.3 (b) the Indemnitor shall use competent legal counsel with appropriate and sufficient qualifications, expertise and experience for the defense of such a claim and shall use reasonable efforts to conduct such defense in a diligent and timely manner. Indemnitee will seek Indemnitor's approval of the counsel selected by Indemnitee under this Section 12.3, such approval not to be unreasonably withheld, conditioned, or delayed.

#### 13. General

- 13.1. **Assignment**. Neither party may assign this Agreement or otherwise transfer any right or obligation under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition or sale of substantially all its business and/or assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that the party shall not be relieved of any obligation under this Agreement and subject (as applicable) to the sub-processing terms of the DPA.
- 13.2. **Compliance with Law**. Both parties shall comply with all laws applicable to the performance of its obligations under this Agreement.
- 13.3. Usage Verification. Upon reasonable advance notice to Customer and without unreasonable interference with Customer's normal business operations, SailPoint has the right to verify Customer's use of the SailPoint Offerings against Customer's current use rights and licenses under all active Orders. For Software verification, SailPoint will conduct any verification during Customer's normal business hours, and not more frequently than once per year unless otherwise agreed in writing. For SaaS Services, SailPoint shall conduct verifications of Customer's usage, at SailPoint's sole discretion, but not more frequently than twice per year. If Customer exceeds the rights granted under the applicable Order, Customer shall, upon receiving notice from SailPoint, work with SailPoint to purchase all necessary use rights or licenses within sixty (60) days of such notice to meet Customer's actual usage of the SailPoint Offerings for the remainder of the then-current term of the applicable Order.
- 13.4. **Notices**. Except as otherwise expressly permitted in this Agreement, notices under this Agreement shall be sent in writing to the addresses in the Order, or to such other address as may be specified by either party. Notices shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified mail, (b) when personally delivered, or (c) one (1) business day after deposit for overnight delivery with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries) or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email.
- 13.5. **Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform hereunder due to circumstances beyond the party's reasonable control, including acts of God, acts of government, computer related attacks, hacking, or acts of terror, service disruptions involving hardware, software, or power systems not within the party's possession or reasonable control (a "**Force Majeure Event**"). Notwithstanding the foregoing, Customer shall remain liable for the payment of all amounts required to be paid pursuant to an applicable Order.

- 13.6. **Equitable Relief**. The parties agree that a material breach of sub-part (iv) of Section 4.1 (Customer Responsibilities), Section 4.2 (General Restrictions) or Section 9 (Confidentiality) may cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 13.7. Entire Agreement. This Agreement together with the documents incorporated herein by reference (e.g., Order) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes, and the parties hereby disclaim reliance on, all previous oral and written communications, representations, understandings, and agreements by the parties concerning the subject matter of this Agreement. Customer agrees that its purchase of SailPoint Offerings is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SailPoint with respect to future functionality or features. No terms, provisions or conditions contained in any purchase order, sales confirmation, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights or obligations of the parties under, or otherwise modify, this Agreement. If there is any conflict between the terms of this Agreement and any Order or similar ordering document with a Partner, the terms of this Agreement shall control unless SailPoint and Customer expressly agree otherwise in the applicable Order. Where SailPoint is required to "click through" or otherwise accept any online terms to register as Customer's vendor, to provide SailPoint Offerings to Customer, to enable Customer's receipt of the SailPoint Offerings (as a condition to the provision, vendor registration for, or receipt of the SailPoint Offerings), to issue invoices, or facilitate execution of any SOW or Order, the terms are not binding and shall not be deemed to modify this Agreement and SailPoint shall not be required to pay any fees for access to or use of such applications made available by Customer or its third party service provider. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision and a waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
- 13.8. **Publicity**. During the term of this Agreement, SailPoint may include Customer's name and logo in its customer lists, including on its website, with the prior written consent of the Customer. To the extent Customer provides standard trademark usage guidelines, SailPoint shall use Customer's name and logo in accordance with the guidelines.
- 13.9. Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the SailPoint Offerings constitute software and documentation and are provided as "Commercial Items" and are being licensed to U.S. Government End User as "Commercial Computer Software," in each case as defined in 48 C.F.R. 2.101, subject to the restrictions set forth in 48 C.F.R. 12.201, 12.211 and 12.212 and the terms of this Agreement. If licensed to any agency within the Department of Defense ("DOD"), the U.S. Government acquires a license to this Commercial Computer Software and/or Commercial Computer Software Documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3, and the restrictions set forth therein, of the DOD FAR Supplement ("DFARS") and its successors. The use of the SailPoint Offerings by the U.S. Government End User constitutes acknowledgement of SailPoint's proprietary rights in the SailPoint Offerings and the Government End User shall only use the SailPoint Offerings as set forth in this Agreement. This Section 13.9 (Government End User) is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.
- 13.10. Export Laws. Export controls and sanctions laws of the United States and any other relevant local export controls and sanctions laws apply to the SailPoint Offerings (collectively "Export Laws"). Customer agrees that the Export Laws govern its use of the SailPoint Offerings (including technical data), and any materials provided under this Agreement, and Customer agrees to comply with all Export Laws. Customer agrees that no data, information, software programs, or other materials resulting from the SailPoint Offerings (or that are a direct product thereof) will be exported, re-exported, transferred, or released, directly or indirectly, in violation of the Export Laws. Each party represents that it is not (i) named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, (ii) owned or controlled by or acting on behalf of any such persons or entities, or (iii) residing, located, operating, or organized in a country or region subject to a United States trade embargo. Customer agrees that it will not access or use the SaaS Services in any manner that would cause any party to violate any Export Laws.
- 13.11. **Independent Contractors, No Third-Party Beneficiaries**. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel. Save as contained expressly above, this Agreement confers no rights upon either party's employees, agents, contractors, partners, or customers or upon any other person or entity.

- 13.12. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to the conflict of law provisions thereof that would result in the application of the laws of a different jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of those courts in any suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
  - 13.12.1.If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court cost and other collection expenses, in addition to any other relief it may be awarded. Further, Customer shall be responsible for all costs and expenses associated with SailPoint collecting overdue fees, including reasonable attorneys' fees, such costs and expenses not to exceed 33% of the overdue fees.
- 13.13. Anti-Bribery/Corruption. Neither party (a) has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement or (b) has made, paid, given, or agreed to make, pay, or give any bribe, kickback, payment, gift, or thing of value to any foreign government official or other person in violation of applicable laws related to bribery or the prevention of corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended ("Anti-Corruption Laws") in connection with this Agreement. Both parties agree to comply with Anti-Corruption Laws in relation to this Agreement. If either party learns of any violation of the foregoing restriction, the party will use reasonable efforts to promptly notify the other party.
- 13.14. Protected Health Information. SailPoint acknowledges that Customer is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such, must take certain actions to ensure the confidentiality of information of its patients. Accordingly, SailPoint agrees that it shall not access, and no SailPoint's employee or agent shall attempt to gain access to, any protected health information (PHI), as that term is defined under HIPAA, through SailPoint's provision of goods or services to Customer.
- 13.15. Non-Excluded Healthcare Provider. SailPoint acknowledges to Customer that, to the best of its knowledge, neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. SailPoint acknowledges to Customer that, to the best of its knowledge, no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such SailPoint or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.
- 13.16. **Insurance.** During the term of this Agreement, SailPoint will, at its own expense, maintain the following insurance coverage by one or more insurers having a current A.M. Best rating of A-, VII or better, and licensed to do business in the applicable jurisdiction:
  - (a) Workers' compensation in accordance with the statutory requirements;
  - (b) Employer's liability coverage with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease:
  - (c) Commercial General liability coverage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, including products and completed operations with a limit of \$2,000,000 in the aggregate;
  - (d) Automobile liability coverage for all hired and non-owned vehicles covering bodily injury and property damage subject to a combined single limit per occurrence of \$1,000,000:
  - (e) Umbrella liability coverage of \$20,000,000 per occurrence and in the aggregate; and
  - (f) Cyber liability coverage, including technology errors and omissions, with a limit of \$10,000,000.
  - Upon written request from Customer (no more than once per policy year), SailPoint will provide a certificate of insurance evidencing the coverages listed above.
- 13.17. **Interpretation**. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; and (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

SailPoint FCA (WEB VERSION FNL) | v2024SEPT17

13.18. **Signatures**. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

\*\*\* End of Terms and Conditions \*\*\*

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#### SailPoint Framework Customer Agreement

#### Exhibit A - Definitions

#### As used in this Agreement:

- "Affiliate" is a business entity that controls, is controlled by or shares common control with such party, but only so long as such control continues to exist. "Control" as used herein means direct or indirect ownership interest of greater than fifty percent (50%) of the voting rights in such entity (or equivalent of a non-corporate entity).
- "Agreement" means this Framework Customer Agreement, including without limitation, the above introduction, Recitals and Signatures, these Terms and Conditions, and any exhibits or addenda to this Framework Customer Agreement attached to or otherwise incorporated by reference herein, as well as any Orders arising under or referencing this Agreement.
- "Customer Data" means all electronic data and information submitted to and stored in the SaaS Services by or on behalf of Customer. Customer Data does not include data derived from the SaaS Services, including patterns identified using the SaaS Services, configurations, log data, and data regarding the performance and availability of the SaaS Services, in each case which are not personally identifying or identifiable information.
- "Documentation" means the user guides and release notes provided or made available by SailPoint to Customer regarding the use or operation of a SailPoint Offering set forth at https://documentation.sailpoint.com/index.html.
- "DPA" means the provisions detailed in SailPoint's Data Processing Addendum found under Associated Documentation on SailPoint's Customer Agreement website available through <a href="https://www.sailpoint.com/legal/">https://www.sailpoint.com/legal/</a> and incorporated herein by reference unless otherwise separately agreed and executed by the parties.
- "Identity Cube" means, if applicable to the SailPoint Offering to which Customer has licensed or subscribed, a unique collection of identity data for a Person or a Machine (as each is defined in the applicable Documentation), that will be granted access to, and/or represents an identity managed by, the SailPoint Offerings.
- "Integrations" means certain end-to-end integrations purchased by Customer that enable the SailPoint Offerings to function with Outside Technologies.
- "Marketplace" means an online marketplace operated or controlled by a third party, which is authorized to market and/or distribute the SailPoint Offerings.
- "Order" means any purchase order, a statement of work, or an ordering document accepted by SailPoint that identifies the following ordered by Customer: the SailPoint Offerings and/or Professional Services, pricing, applicable license metrics, and Order Term.
- "Order Term" means a time-limited term for which Customer has purchased a license or right to use the SailPoint Offerings as set forth in the applicable Order.
- "Partner" means a third party that has an agreement with SailPoint that authorizes the third party to resell specific SailPoint Offerings to Customer.
- "Professional Services" means services provided by SailPoint to Customer that support Customer's deployment, extension and use of the SaaS Services and/or Software and include, but are not limited to, implementation services, implementation support, best practices consultations, and integration efforts as further described in, and subject to, Section 3. (Professional Services) of the Agreement.
- "Required Software" means, if provided by SailPoint for installation and use with the SaaS Services to which Customer has subscribed, a virtual machine that connects Customer's Sources using public APIs, connectors, and integrations to the SaaS Services. If applicable, Required Software will be identified in the Documentation.
- "SaaS Services" means any internet-accessible software-as-a-service offering hosted by SailPoint, or its service providers, that has been purchased for Customer's use under an Order and made available to Customer over a network.
- "SailPoint Offerings" means, collectively, the SaaS Services, Software, Required Software, training courses, or Professional Services purchased by Customer for Customer's use or benefit in accordance with this Agreement, which may include certain end-to-end connectors that enable the SailPoint Offerings to function with Outside Technologies (the "Connectors"). SailPoint Offerings specifically excludes any pre-production and sandbox environments that may be provided with the SailPoint Offerings and Outside Technologies (as defined in Section 2.2 of the Agreement).
- "Sensitive Data" means any data that constitutes sensitive personal data or like terms under applicable data privacy laws, intellectual property, proprietary business models, and any data which may be subject to the Health Insurance

Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley (GLB) Act, the Payment Card Industry (PCI) Data Security Standards, or similar laws, including social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information.

"Software" means the object code version of the specific SailPoint computer software licensed to Customer under an Order, including any updates, modifications, new versions, or releases.

"Source(s)" means a Customer-managed or subscribed to target system for reading data from, and if supported by the specific system, writing changes to, User accounts governed by the SailPoint Offerings.

"Support" means SailPoint's support and maintenance services for SailPoint Offerings as described in and provided in accordance with the SailPoint Support Policy on SailPoint's Customer Agreement website available through <a href="https://www.sailpoint.com/legal/">https://www.sailpoint.com/legal/</a>.

"**Term**" means the time period from the Effective Date of this Agreement as set forth above until the date this Agreement terminates in accordance with Section 7 (Term, Suspension, and Termination).

"User" means Persons and Machines (as each are defined in the Documentation), who are authorized by Customer to use the SailPoint Offerings. Users may include, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business, and any other Person or Machine Customer authorizes to leverage account credentials for the SailPoint Offerings.



## DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the Agreement between SailPoint and Customer and shall be effective on the later of: (i) the effective date of the Agreement; or (ii) the date both parties execute this DPA ("Effective Date"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, SailPoint Technologies, Inc. ("SailPoint") and University Medical Center of Southern Nevada ("Customer") (together, the "parties" to this DPA and the Agreement) have caused this DPA to be executed by their authorised representatives:

#### **Signatures**

ianad hyr
igned by: Im Beck
C280024B3294B7 m Beck
Operations
n 12, 2025

# (K)

#### 1. Definitions

**1.1.** The following terms shall have meanings ascribed for the purposes of this DPA:

"Affiliate" has the meaning set forth in the Agreement, or if no such meaning is given, means an entity that controls, is controlled by or shares common control with a party, where such control arises from either (i) a direct or indirect ownership interest of more than 50% or (ii) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

"Agreement" means an agreement in effect between Customer and SailPoint that governs Customer's use of, and SailPoint's provision to Customer of, specific SailPoint Offerings.

"Customer Personal Information" means any Personal Information that is submitted, disclosed, provided or otherwise made available to SailPoint (either directly or indirectly) by or on behalf of Customer for Processing, under or in connection with the Services.

"Data Protection Laws" means all data protection and privacy laws applicable to the respective party in its role in the Processing of Personal Information under the Agreement, provided that such laws are no more prescriptive than the European General Data Protection Regulation or any other law specifically referenced herein, including, but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA"), and other applicable U.S. state privacy laws.

"**Documentation**" means the user guides and release notes provided or made available by SailPoint to a Customer regarding the use or operation of the SaaS Services or Software.

"Marketplace" means an online marketplace operated or controlled by a third party, which is authorised to market and/or distribute SailPoint Offerings.

"Order" means SailPoint's quote, a statement of work or an ordering document (including online order form) accepted by Customer through either: (i) Customer's signature on the relevant document which shall be issued by either SailPoint or Partner; or (ii) the issuance of a purchase order or other ordering document submitted to SailPoint (directly or indirectly through a Partner or Marketplace) to order the SailPoint Offerings and/or Other Services on Customer's behalf, which references the SailPoint Offering and/or Other Services, pricing and other applicable terms set forth in an applicable SailPoint quote or ordering document. Orders do not include any preprinted terms on a Customer purchase order or other terms on a purchase order that are inconsistent with or additional to the terms of the Agreement.

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"Other Services" means, collectively or individually, all technical and non-technical consulting and advisory services identified in an Order as Professional Services (which may be identified as "Setup Services" or "Expert Services") and/or Training Services purchased by Customer and performed or delivered by SailPoint under the Agreement. For purposes of clarity, "Other Services" does not include Support.

"Personal Information" means: any information (i) relating to an identified or identifiable natural person; or (ii) defined as "personally identifiable information", "personal information", "personal data" or similar terms, as such terms are defined under Data Protection Laws.

"Partner" means a third party that has an agreement with SailPoint that authorises the third party to resell specific SailPoint Offerings and Other Services to Customer.

"Processe", "Processes", "Processing", and "Processed" means any operation or set of operations performed upon Personal Information, whether or not by automatic means.

"Professional Services" means consulting services provided by SailPoint to Customer that support Customer's deployment, extension and use of the SailPoint Offerings and include, but are not limited to, implementation services, implementation support, best practices consultations, and integration efforts as further described in, and subject to, the Agreement (including the applicable Order).

"Required Software" means, if provided by SailPoint for installation and use with the SaaS Services to which Customer has subscribed, a virtual machine that connects Customer's Sources using public APIs, connectors, and integrations to the SaaS Services. If applicable, Required Software will be identified in the Documentation.

"SaaS Services" means any internet-accessible software-as-a-service offering hosted by SailPoint, its Affiliates or SailPoint's or its Affiliates' service providers, that has been purchased for Customer's use under an Order and made available to Customer over a network.

"SailPoint Offerings" means, collectively, the SaaS Services, Software, and Required Software purchased by Customer for Customer's use or benefit in accordance with the Agreement, which may include certain end-to-end connectors that enable the SailPoint Offerings to function with products, applications and/or services provided by Customer or a third-party ("Outside Technologies"). SailPoint Offerings specifically excludes any pre-production and sandbox environments that may be provided with the SailPoint Offerings and Outside Technologies.

"Security Incident" means any unauthorised or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Information on systems managed by or otherwise controlled by SailPoint.

"Services" means services provided by SailPoint to Customer which may include: (i) SaaS Services; (ii) Support; and (iii) Other Services provided by SailPoint to Customer pursuant to the Agreement.

"Software" means the object code version of the specific SailPoint computer software licensed to Customer under an Order, including any updates, modifications, new versions or releases.

"Source(s)" means a Customer-managed or subscribed to target system for reading data from, and if supported by the specific system, writing changes to, user accounts.

"Sub-processor" or "Subprocessor" means any entity engaged by SailPoint or its Affiliates to assist in fulfilling its obligations with respect to providing Services to Customer. Sub-processors may include third parties or SailPoint's Affiliates. Sub-processors may also include subcontractors that are specified in an applicable statement of work which form part of the Agreement.

"Support" means SailPoint's support and maintenance services for SailPoint Offerings as described in and provided in accordance with the SailPoint Support Policy on SailPoint's Customer Agreement website available through <a href="https://www.sailpoint.com/legal/">https://www.sailpoint.com/legal/</a>.

"**Training Services**" means SailPoint's courses and other product-related training available through SailPoint's Identity University facilitated on-site at SailPoint's, Customer's or a third party's location, or online via a SailPoint-provided website, as agreed by the parties and set forth on an Order.

1.2. Capitalised terms used in this DPA that are not defined in this Section 1 (Definitions) shall have the meaning ascribed to them elsewhere in this DPA and/or the Agreement or in applicable Data Protection Laws unless otherwise specified.

#### 2. Jurisdiction-Specific Addenda

2.1. Attached to this DPA are Addenda that provide terms specific to the Processing of Customer Personal Information arising out of specific legal requirements from particular jurisdictions. In the event that Customer Personal Information is Processed from one or more of these jurisdictions, and the applicable requirements are not already covered in this DPA, then the terms in the respective Addendum attached hereto shall apply soley with respect to Customer Personal Information subject to the applicable legal requirements of such jurisdiction(s). In the event of a conflict between the Agreement or this DPA and an Addendum, the Addendum applicable to Customer Personal Information from the relevant jurisdiction shall control with

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respect to Customer Personal Information from that relevant jurisdiction, and solely with regard to the portion of the provision in conflict.

- 2.2. Attached to this DPA is the United States Privacy Law Addendum as Schedule B and the European Addendum as Schedule C. In the event Customer believes Customer Personal Information is processed within the scope of additional jurisdictions, which require additional Addenda to be attached to this DPA, Customer has the sole responsibility for notifying SailPoint and working with SailPoint to effectuate such Addenda. Such additional Addenda shall apply subject to the requirements of this Section 2.
- 3. Updates to DPA. In the event of changes to applicable Data Protection Laws, including, but not limited to, the amendment, revision, or introduction of new laws, regulations, or other legally binding requirements to which either party is subject, the parties agree to revisit the terms of this DPA, and negotiate any appropriate or necessary updates in good faith, including the addition, amendment, or replacement of any Addenda.

#### 4. Roles and Scope of Processing

- **4.1. Roles**. The parties acknowledge and agree that Customer is a Controller of Customer Personal Information and SailPoint is a Processor of Customer Personal Information for the purposes of applicable Data Protection Laws. For purposes of detailing the rights, duties, and responsibilities of Controller and Processor (or such similar terms or analogous roles), further reference shall be made to applicable Data Protection Laws
- **4.2. Customer Processing of Personal Information.** Customer: (i) agrees that it will comply with its obligations under Data Protection Laws in respect of its Processing of Personal Information and any Processing instructions it issues to SailPoint; and (ii) represents and warrants that it has provided all fair processing notices and obtained all consents and rights necessary under Data Protection Laws for SailPoint to Process Personal Information and provide the Services pursuant to the Agreement and this DPA.
- 4.3. Customer Instructions. SailPoint will Process Customer Personal Information only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions and applicable Data Protection Laws. SailPoint will not Process Customer Personal Information provided by or collected on behalf of Customer for any purpose except as necessary to maintain or provide the Services specified in the Agreement and this DPA, or as necessary to comply with the law or binding order of a governmental body. In the event that SailPoint has a legal obligation to Process the Customer Personal Information, SailPoint will notify the Customer of this obligation unless it is legally prohibited from doing so. The parties agree that this DPA, including all applicable Addenda, and the Agreement set out the Customer's complete instructions to SailPoint in relation to the Processing of Customer Personal Information by SailPoint. Additional Processing outside the scope of these instructions (if any) will require prior written agreement between Customer and SailPoint.

## 4.4. Details of Data Processing.

(a) Categories of data subjects whose Personal Information is transferred:

Customer's employees, contractors, and/or (where licensed under the Agreement) data exporter's business partners and/or end-users authorised by Customer.

(b) Categories of Personal Information transferred:

Identification and contact data (e.g., name, address, title, contact details), employment details (e.g., job title, role, manager), and/or IT information (e.g., entitlements, IP addresses (including IP derived geolocation), usage data, and cookie data).

(c) Sensitive data transferred (if applicable):

None.

(d) The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

For Support and Other Services: one-off. Customer controls what information (including Personal Information) it shares with SailPoint and when it shares such information (including Personal Information) in the context of the provision of ancillary support and account administration services under the Agreement.

For SaaS Services: continuous. Customer controls what information (including Personal Information) it shares with SailPoint and what systems it connects to the SaaS Services. The SaaS Services may allow for a one-off data transfer or connectivity to facilitate transfer on a regularly scheduled and/or continuous basis. Customer determines its configuration and use of the SaaS Services under the Agreement.

(e) Nature of the processing:

To provide Services to Customer under the Agreement.

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(f) Purpose(s) of the data transfer and further processing:

The provision of Services by SailPoint under the Agreement.

(g) The period for which the Personal Information will be retained, or, if that is not possible, the criteria used to determine that period:

The Customer Personal Information Processed by SailPoint will be retained for the duration of the Processing by SailPoint in the context of the provision of Services under the Agreement, and thereafter in order to comply with applicable law, including Data Protection Laws. Should the Customer make a request to have continued access to its Customer Personal Information, SailPoint will, after a recovery period of up to 30 days following such expiry or termination, comply with this instruction as soon as reasonably practicable, where technically feasible. Customer shall be responsible for retrieving any remaining Customer Personal Information it wishes to retain before the end of the recovery period. SailPoint shall not be required to delete or return Customer Personal Information to the extent: (i) SailPoint is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Information; and/or (ii), Customer Personal Information it has archived on back-up systems, which Customer Personal Information SailPoint shall securely isolate and protect from any further processing, except to the extent required by applicable law.

4.5. Customer Personal Information for Support. Customer acknowledges that SailPoint does not ordinarily require the Processing of Customer Personal Information on Customer's behalf to resolve a technical issue for Support. Customer shall use commercially reasonable efforts to minimize any transfer of Customer Personal Information to SailPoint for Support purposes. Such efforts shall include, but not be limited to, removing, anonymizing and/or pseudononymizing Customer Personal Information in files submitted to SailPoint in a Support request prior to any Processing by SailPoint, in each case to the extent such removal, anonymization and/or pseudononymization is reasonably practicable under the circumstances.

### 5. Sub-processing

- 5.1. Authorised Sub-processors. SailPoint may store and Process Customer Personal Information in any countries where SailPoint, its Affiliates, or its Sub-processors maintain data processing operations. Customer understands and hereby authorises SailPoint to engage Sub-processors and Affiliates to Process Customer Personal Information on Customer's behalf as listed on SailPoint's website at <a href="https://www.sailpoint.com/legal/sub-processors">https://www.sailpoint.com/legal/sub-processors</a>.
- **5.2. Sub-processor Notice**. If required or permitted under applicable Data Protection Laws, SailPoint shall notify Customer, in writing, of any intended additional or replacement Sub-processor who will Process Customer Personal Information at least thirty (30) days prior to when the Sub-processor begins Processing Customer Personal Information (such period, the "**Review Period**");
- **5.3. Sub-processor Objections**. As required or permitted under applicable Data Protection Laws, Customer may object to any additional or replacement Sub-processor at any time during the Review Period as follows
  - (a) Any objections raised by Customer during the Review Period may only be based on reasonable grounds and only with respect to data protection concerns;
  - (b) Customer may object to SailPoint's additional or replacement Sub-processor under Section 5.3 of this DPA by providing notice of Customer's objection, in writing, and in the manner provided in the Agreement. SailPoint will have a reasonable time to notify Customer, in writing, that the proposed addition or replacement shall not apply to any of the Services provided by SailPoint to the Customer or allow the Customer to terminate for convenience the affected Services used by Customer, and in the manner provided in the Agreement. Customer will continue to pay all fees for the affected Services until the termination takes effect, and SailPoint will refund Customer on a pro-rated basis any unused and prepaid fees covering the remainder of the term of the terminated Agreement following the effective date of termination; and
  - (c) The parties agree that any non-response by the Customer during the Review Period will be taken as the Customer's approval of additional or replacement Sub-processors, where Customer continues to use the Services after the Review Period has lapsed. THIS SECTION 5.3 AND, IF APPLICABLE, CLAUSE 9(A) OF THE SCCS, STATE THE ENTIRE LIABILITY OF SAILPOINT AND THE SOLE REMEDY FOR CUSTOMER IN CONNECTION WITH ANY OBJECTION BY CUSTOMER TO AN INTENDED ADDITIONAL OR REPLACEMENT SUB-PROCESSOR WHO WILL PROCESS CUSTOMER PERSONAL INFORMATION.
- **5.4. Sub-processor Obligations**. SailPoint will: (i) not engage a Sub-processor unless SailPoint enters into a written agreement with the Sub-processor which contain obligations that are at least as restrictive as those set out in this DPA, including observing all of the applicable requirements as required in applicable Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any

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failure by a Sub-processor engaged by SailPoint to fulfil its data protection obligations under the applicable Data Protection Laws.

#### 6. Security

- **6.1. Security Measures**. Taking into account the nature of the Processing, SailPoint shall implement and maintain reasonable technical and organisational security measures to protect Customer Personal Information from Security Incidents and to preserve the security and confidentiality of the Customer Personal Information, in accordance with SailPoint's security standards described in **Schedule A**, as applicable to the Services ("**Security Measures**").
- **6.2. Updates to Security Measures**. Customer is responsible for reviewing the information made available by SailPoint relating to the Security Measures and making an independent determination as to whether such Security Measures meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that SailPoint may update or modify the Security Measures from time-to-time provided that such updates and modifications do not result in a material degradation of the overall security of the Services.
- **6.3. Customer Responsibilities**. Customer agrees that, without prejudice to SailPoint's obligations under Section 6.1 (Security Measures) and Section 9.2 (Security Incident Response):
  - (a) Customer is responsible for its use of the Services, including: (i) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Information; (ii) securing its account authentication credentials; (iii) protecting the security of Customer Personal Information when in transit to and from the Services; (iv) taking appropriate steps to securely encrypt and/or backup any Customer Personal Information uploaded to the Services; and (v) properly configuring the Services and using available features and functionalities to maintain appropriate security in light of the nature of the Customer Personal Information Processed as a result of Customer's use of the Services: and
  - (b) SailPoint has no obligation to protect Customer Personal Information that Customer elects to store or transfer outside of SailPoint's and its Sub-processors' (where applicable) systems (for example, offline or on-premises storage).
- 7. Data Subject and Law Enforcement Requests. As required or permitted under applicable Data Protection Laws, SailPoint shall provide assistance to the Customer and/or comply with requests from data subjects, applicable regulatory authorities, and/or law enforcement agencies as follows:
- 7.1. Data Subject Request Assistance. SailPoint shall, at the request of the Customer, and taking into account the nature of the Processing, provide reasonable cooperation to assist Customer to respond to any requests from data subjects in relation to their data subject rights as required under applicable Data Protection Laws ("Data Subject Request(s)") relating to the Processing of Customer Personal Information under the Agreement, provided that (i) Customer is itself unable to respond without SailPoint's assistance and (ii) SailPoint is able to do so in accordance with all applicable laws, rules, and regulations. SailPoint shall apply appropriate technical and organizational measures needed to assist Customer in complying with Customer's obligation to respond to such Data Subject Request and/or in demonstrating such compliance under this Section 7.1. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by SailPoint.
- 7.2. Requests Made to SailPoint. In the event that any request from data subjects or applicable regulatory authorities is made directly to SailPoint, unless legally compelled to reply, SailPoint shall not respond to such communication directly without Customer's prior authorisation other than to inform the requestor that SailPoint is not authorised to directly respond to a request, and recommend the requestor submit the request directly to Customer, including, where necessary, by using the functionality of the Services. Customer shall bear the responsibility for responding to all such requests. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Information are communicated to SailPoint if needed for Customer to fulfill a Data Subject Request, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each data subject.
- 7.3. Law Enforcement Request. If a law enforcement agency sends SailPoint a demand for Customer Personal Information (e.g., a subpoena or court order), SailPoint will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, SailPoint may provide Customer's contact information to the law enforcement agency. If compelled to disclose Customer Personal Information to a law enforcement agency, then SailPoint will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent SailPoint is legally permitted to do so.
- **7.4. Notice of Request**. If SailPoint is legally required to respond to a request enumerated in Sections 7.2 and 7.3, SailPoint will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

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#### 8. Privacy and Security Compliance, Reports, and Audits

- **8.1.** Compliance with Legal Obligations. In accordance with this Section 8, upon Customer's written request at reasonable intervals, SailPoint shall (i) make available to Customer all information in its possession that is reasonably necessary to demonstrate SailPoint's compliance with its obligations, as required of SailPoint under applicable Data Protection Laws; and (ii) allow and cooperate with reasonable inspections or audits, as required or permitted under applicable Data Protection Laws.
- **8.2.** Security Reports. Upon request, SailPoint shall provide to Customer (on a confidential basis) a summary copy of any third-party audit report(s) or certifications applicable to the Services ("Report"), so that Customer can verify SailPoint's compliance with this DPA, the audit standards against which it has been assessed, and the standards specified in the SailPoint Security Measures, as described in Schedule A.
- **8.3. Security and Audit Questionnaires.** If Customer reasonably believes that the Report provided is insufficient to demonstrate compliance with this DPA, SailPoint shall also provide written responses (on a confidential basis) to reasonable requests for information made by Customer related to its Processing of Customer Personal Information, including responses to information security and audit questionnaires that are reasonably necessary to demonstrate SailPoint's compliance with this DPA, provided that Customer shall not be permitted to exercise this right more than once every 12 months.
- **8.4.** Audits. If Customer reasonably believes that the information provided pursuant to Sections 8.1, 8.2 and/or 8.3 is insufficient to demonstrate compliance with this DPA, SailPoint will allow an audit by Customer (or auditors appointed by Customer and reasonably acceptable to SailPoint) in relation to SailPoint's Processing of Customer Personal Information. Any such audit will be at Customer's expense, with reasonable advance notice, conducted during normal business hours, carried out no more than once every 12 months and subject to SailPoint's reasonable security and confidentiality requirements, provided that the exercise of rights under this Section would not infringe Data Protection Laws.
- **8.5. Data Protection Impact Assessments**. Taking into account the nature of the Processing and information available to SailPoint, SailPoint shall (at Customer's request and expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments as required under applicable Data Protection Laws.

#### 9. Additional Security

- **9.1. Confidentiality of Processing.** SailPoint shall maintain the confidentiality of Personal Information provided by Customer and shall ensure that any person who is authorised by SailPoint to Process Customer Personal Information (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- 9.2. Security Incident Response. SailPoint shall: (i) taking into account the nature of SailPoint's Processing of Customer Personal Information and the information available to SailPoint, notify Customer at <a href="mailto:privacy@umcsn.com">privacy@umcsn.com</a> of a Security Incident that it becomes aware of, without undue delay; (ii) provide timely information to <a href="mailto:privacy@umcsn.com">privacy@umcsn.com</a> relating to the Security Incident as it becomes known or as is reasonably requested by Customer, including providing information sufficient to enable Customer to meet its obligations under applicable Data Protection Laws; and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Incident.

Notification. Customer acknowledges that SailPoint will not assess the contents of Customer Personal Information in order to identify information subject to any specific legal requirements. Customer is solely responsible to comply with incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incidents as required by Data Protection Laws. Unless otherwise required under Data Protection Laws, the parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected data subjects and/or notices to the relevant supervisory authorities.

**9.3. Data Retention**. Upon Customer's written request, SailPoint shall delete or return all Personal Information provided by Customer in accordance with Section 4.4(g), unless retention of such Personal Information is required or authorized by law or the DPA and/or the Agreement.

#### 10. Relationship with the Agreement

- **10.1.** Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Information.
- 10.2. Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's Affiliates under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement. Without limiting either of the parties' obligations under the Agreement, Customer agrees that any regulatory penalties incurred by SailPoint that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count

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- toward and reduce SailPoint's liability under the Agreement as if it were liability to the Customer under the Agreement.
- **10.3.** Any claims against SailPoint or its Affiliates under this DPA shall only be brought by the Customer entity that is a party to the Agreement against the SailPoint entity that is a party to the Agreement. In no event shall this DPA or any party to this DPA restrict or limit the rights of any data subject or of any competent supervisory authority.
- **10.4.** This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.
- **10.5.** This DPA will terminate automatically with the termination or expiry of the Agreement, subject to additional provisions in any Addenda attached hereto.

# Schedule A – Security Measures SailPoint Data Security Program

SailPoint has implemented and shall maintain a commercially reasonable security program in accordance with industry best practices, which shall include technical and organizational measures to ensure an appropriate level of security for Customer Personal Information taking into account the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to Customer Personal Information, and the nature of the Customer Personal Information be protected having regard to the state of the art and the cost of implementation. SailPoint's security program shall include the following measures:

#### 1. Security Program

- a. ISO27001-based Information Security Management System (ISMS): SailPoint is committed to protecting critical business information belonging to SailPoint and the customers and partners we serve. To achieve this goal, the company shall maintain an Information Security Management System (ISMS) in accordance with ISO/IEC 27001:2013 and extends to the additional controls defined within ISO/IEC 27018:2019 focusing on protection of Customer Personal Information in the cloud.
- b. Information Security and Privacy Governance Committee (ISPGC): SailPoint shall maintain a cross-organizational leadership team responsible for overseeing the management, operation, and overall effectiveness of the ISMS. The committee is tasked with ensuring the ISMS achieves intended outcomes and continual improvements while preventing or reducing information security and privacy risks
- c. Security incident response policy: SailPoint shall maintain policies and procedures to (1) investigate and respond to security incidents, including procedures to assess the threat of relevant vulnerabilities or security incidents using defined incident classifications and categorizations and (2) establish remediation and mitigation actions for events, including artifact and evidence collection procedures and defined remediation steps.
- **d. Policy maintenance**: Security and privacy policies shall be documented or updated, reviewed, and approved by management. Policies are reviewed and/or updated at a minimum annually to ensure they remain consistent with best practices, legal and regulatory requirements, and industry standards.
- e. Communication and commitment: SailPoint shall communicate the importance of security and privacy, and the requirements for following all company security and privacy policies to its users through a variety of opportunities and methods. Policies, standards, and procedures shall be published via SailPoint's intranet and communicated to all personnel and relevant subcontractors. Additionally, relevant knowledge, persuading right actions, and establishing secure boundaries and requirements shall be shared with SailPoint employees to cultivate a secure culture and mindset.

#### 2. Personnel Security

- **a. Background screening**: Personnel who have access to Customer Personal Information or the equipment on which it is stored shall be subject to background screening (as allowed by local laws and regulations) that shall include verification of identity, right to work and academic degrees, and a check of criminal records, sex offender registries and prohibited/denied party lists.
- b. Confidentiality obligations: Personnel who have access to Customer Personal Information shall be subject to a binding contractual obligation with SailPoint to keep the Customer Personal Information confidential.
- Security and privacy awareness training: Every SailPoint employee plays a vital role in securing SailPoint's enterprise and products. Ensuring SailPoint employees receive relevant and up to date training and education on privacy principles and security threats and topics is critical to fostering a privacy and security minded corporate culture. All SailPoint Users shall complete a series of training campaigns assigned at least twice throughout the year covering a multitude of relevant privacy and security topics.
- **d. Code of conduct**: SailPoint shall maintain a code of business conduct policy and compliance program to ensure ethical behavior and compliance with applicable laws and regulations.

#### 3. Third-Party Security

- a. Screening: SailPoint shall maintain policies and procedures to ensure all new suppliers, SaaS applications, IT Software, and IT service solutions are subject to reasonable due diligence to confirm their ability to meet corporate security and compliance requirements as well as business objectives.
- b. Contractual obligations: SailPoint shall ensure contractual agreements with suppliers include confidentiality and privacy provisions as appropriate to protect SailPoint's interests and to ensure

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SailPoint can meet its security and privacy obligations to customers, partners, employees, regulators, and other stakeholders.

c. Monitoring: SailPoint shall periodically review existing third-party suppliers to ensure the supplier complies with contractual terms, including any security and availability requirements. The monitoring program shall review suppliers at least annually (regardless of length of contractual term) to confirm that the supplier/solution is still meeting the company's objectives and the supplier's performance, security, and compliance postures are still appropriate given the type of access and classification of data being accessed, controls necessary to protect data, and applicable legal and regulatory requirements.

#### 4. Physical Security

- a. Corporate facility security: A facility security program shall be maintained that manages building entrances, CCTVs, and overall security of its offices, including a security perimeter (including barriers such as card controller entry gates or manned reception desks). All employees, contractors and visitors shall be required to wear identification badges which distinguish their respective roles.
- b. Corporate data center security: Systems installed on SailPoint's premises shall be protected in such a manner unauthorized logical or physical access is effectively prevented; equipment cannot be moved, removed, upgraded or reconfigured without appropriate authorization and protection of the information; and, when equipment is decommissioned, data shall be disposed of securely in a manner commensurate with the data type and classification.
- c. SaaS Services data center security: SailPoint leverages Infrastructure as a Service (laaS) data centers for hosting the SaaS Services. SailPoint assesses the security and compliance measures of the applicable data center providers, and the providers follow industry best practices and comply with numerous standards.

### 5. Solution Security

- a. Secure Software development life cycle (SSDLC): SailPoint shall maintain a secure software development life cycle policy that defines the process by which personnel create secure products and services and the activities that personnel must perform at various stages of development (requirements, design, implementation, verification, documentation, and delivery).
- **b. Secure development**: Product management, development, test and deployment teams shall follow secure application development policies and procedures that are aligned to industry-standard practices, such as the OWASP Top 10 and privacy by design principles.
- c. Vulnerability assessment: SailPoint shall regularly conduct risk assessments, vulnerability scans and audits (including third-party penetration testing of the SaaS Services twice annually and software upon each new version release). Identified product solution issues shall be scored using the Common Vulnerability Scoring System (CVSS) risk-scoring methodology based on risk impact level and the likelihood and potential consequences of an issue occurring. Vulnerabilities are remediated on the basis of assessed risk. Upon request from Customer, SailPoint shall provide information about the identified vulnerabilities and the measures taken to remediate or address any such vulnerabilities.

#### 6. Operational Security

- **a.** Access controls: SailPoint shall maintain policies, procedures, and logical controls to establish access authorizations for employees and third parties to limit access to properly authorized personnel and to prevent unauthorized access. Such controls shall include:
  - i. requiring unique user IDs to identify any user who accesses systems or data;
  - ii. managing privileged access credentials in a privileged account management (PAM) system;
  - iii. communicating passwords separately from user IDs;
  - iv. ensuring that user passwords are (1) changed at regular intervals; (2) of sufficient length and complexity; (3) stored in an encrypted format; (4) subject to reuse limitations; and (5) not assigned to other users, even at a different time; and
  - v. automatically locking out users' IDs when a number of erroneous passwords have been entered.
- b. Least privilege: SailPoint shall adhere to the Principle of Least Privilege (PoLP) wherever and whenever possible (e.g., Users should only have access to the systems and data required to do their job and only for as long as the access is needed); only authorized personnel have physical access to infrastructure and equipment; access to production resources for the SaaS Services is restricted to employees requiring access; If a user changes jobs or roles, their access shall be changed

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- accordingly, and access rights shall be reviewed and certified at least annually to ensure access remains appropriate.
- c. Malware: SailPoint shall utilize industry-standard detection, prevention, and recovery controls to remediate malware, viruses, ransomware, spyware, and other intentionally harmful programs that may be used to gain unauthorized access to information or systems.
- d. Encryption: SailPoint shall use industry-standard strong encryption methods to protect data in transit and at rest as appropriate to the sensitivity of the data and the risks associated with loss; all laptops and other removable media, including backup tapes, on which Customer Personal Information is stored shall be encrypted.
- e. Business continuity and disaster recovery (BCDR): SailPoint shall maintain formal BCDR plans that are regularly reviewed and updated to ensure SailPoint's systems and services remain resilient in the event of a failure, including natural disasters or system failures.
- f. Data backups: SailPoint shall backup data and systems using alternative site storage available for restore in case of failure of the primary system. All backups shall use strong encryption in transit and at rest.
- g. Change management: SailPoint shall maintain change management policies and procedures to plan, test, schedule, communicate, and execute changes to SailPoint's SaaS Services infrastructure, systems, networks, and applications.
- h. Network security: SailPoint shall implement industry standard technologies and controls to protect network security, including firewalls, intrusion prevention systems, monitoring, network segmentation, VPN and wireless security. Networks shall be designed and configured to restrict connections between trusted and untrusted networks, and network designs and controls shall be reviewed at least annually.
- i. Data segregation: SailPoint shall implement logical controls, including logical separation, access controls and encryption, to segregate Customer's Personal Information from other Customer and SailPoint data in the SaaS Services. SailPoint shall additionally ensure that production and non-production data and systems are separated.

#### Schedule B - United States Privacy Law Addendum

This United States Privacy Law Addendum ("**US Addendum**") supplements the DPA and includes additional information required by the US Data Protection Laws that are not otherwise addressed in the DPA. All words or phrases used herein not defined in this US Addendum will have the meaning assigned to them in the DPA and/or the Agreement.

#### 1. CALIFORNIA

#### 1.1 Definitions

- (a) For purposes of this Section 1, the terms "Business," "Business Purpose," "Commercial Purpose," "Consumer," "Personal Information," "Processing," "Sell," "Service Provider," "Share," and "Verifiable Consumer Request" shall have the meanings set forth in the CCPA.
- (b) All references to "Personal Information," "Controller," "Processor," and "Data Subject" in the DPA shall be deemed to be references to "Personal Information," "Business," "Service Provider," and "Consumer" as defined in the CCPA.

#### 1.2 Obligations

- (a) The parties acknowledge and agree that Customer is a Business and SailPoint is a Service Provider for the purposes of the CCPA (to the extent it applies) and SailPoint is receiving Personal Information from Customer in order to provide the Services pursuant to the Agreement, which constitutes a Business Purpose.
- (b) Customer will disclose Personal Information to SailPoint only for the limited and specified purposes described in Section 4.4 of the DPA.
- (c) SailPoint will not Sell or Share Personal Information provided by Customer under the Agreement.
- (d) SailPoint will not retain, use, or disclose Customer Personal Information provided by Customer pursuant to the Agreement for any purpose, including a Commercial Purpose, other than as necessary for the specific purpose of performing the Services for Customer pursuant to the Agreement, or as otherwise set forth in the Agreement or as permitted by the CCPA.
- (e) SailPoint will not retain, use, or disclose Personal Information provided by Customer pursuant to the Agreement outside of the direct business relationship between SailPoint and Customer, except where and to the extent permitted by the CCPA.
- (f) SailPoint will notify Customer if it makes a determination that it can no longer meet its obligations under the CCPA.
- (g) Except and to the extent permitted by the CCPA, SailPoint will not combine Personal Information received from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another party, or that it collects from its own interaction with the Consumer.
- (h) SailPoint will comply with all obligations applicable to Service Providers under the CCPA, including by providing Personal Information provided by Customer under the Agreement the same level of privacy protection required by CCPA.
- (i) SailPoint shall only engage a new Sub-processor to assist SailPoint in providing the Services to Customer under the Agreement, in accordance with Section 5 ("Sub-Processing") of the DPA, including, without limitation, by: (i) notifying Customer of such engagement at least ten (10) days before enabling a new Sub-processor; and (ii) entering into a written contract with the Sub-processor requiring Sub-processor to observe all of the applicable requirements set forth in the CCPA.

#### 1.3 Consumer Rights

(a) SailPoint shall assist Customer in responding to Verifiable Consumer Requests to exercise the Consumer's rights under the CCPA as set forth in Section 7 ("Data Subject and Law Enforcement Requests") of the DPA.

#### 1.4 Audit and Remediation Rights

(a) To the extent required by the CCPA, SailPoint shall allow Customer to conduct inspections or audits in accordance with Section 8 ("Privacy and Security Compliance, Reports, and Audits") of the DPA.

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(b) If Customer determines that SailPoint is Processing Personal Information in an unauthorized manner, Customer may, taking into account the nature of SailPoint's Processing and the nature of the Personal Information Processed by SailPoint on behalf of Customer, take commercially reasonable and appropriate steps to stop and remediate such unauthorized Processing.

#### Schedule C - European Addendum

This European Addendum ("European Addendum") supplements the DPA and includes additional information required by European Data Protection Law (as defined below). All words or phrases used herein not defined in this European Addendum will have the meaning assigned to them in the DPA and/or the Agreement.

#### Scope

This European Addendum shall apply in the event that: (i) SailPoint Processes Customer Personal Information on the behalf of Customer as a Processor in the course of providing Services pursuant to the Agreement; and (ii) Customer is subject to European Data Protection Law and acts as a Controller thereunder.

#### 2. Definitions

- 2.1 "Data Privacy Framework" means, collectively, the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.
- 2.2 "EEA" means, for the purposes of this DPA, the European Economic Area.
- 2.3 "European Data Protection Law" means: (i) the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR") as implemented by countries within the EEA; (ii) the European Union e-Privacy Directive 2002/58/EC as implemented by countries within the EEA; (iii) to the extent that SailPoint Processes any Personal Information subject to the data protection laws in the United Kingdom of Great Britain and Northern Ireland (collectively, the "UK"), all laws relating to data protection, the processing of personal information, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR (as defined in section 3 of the Data Protection Act 2018) and the Data Protection Act 2018 (collectively "UK Privacy Law"); (iv) to the extent that SailPoint Processes any Personal Information subject to the data protection laws in Switzerland, the Swiss Federal Act on Data Protection ("FADP"); and/or (v) other laws that are similar, equivalent to, successors to, or that are intended to or implement the laws that are identified in (i), (ii), (iii), and (iv) above.
- 2.4 "SCCs" means, collectively, (i) where Personal Information of data subjects in the EEA is involved, the Standard Contractual Clauses as approved by the European Commission in the form set out in Commission Implementing Decision (EU)2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to GDPR ("EU SCCs"), and (ii) where Personal Information of data subjects in the UK is involved, the EU SCCs as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A(1) Data Protection Act 2018 ("UK SCCs"), in each case, as completed as described in Section 4 below.
- 2.5 All terms used herein not defined in the DPA will have the meaning assigned to them in the applicable European Data Protection Law. All references to Data Protection Law or laws in the DPA shall be read in the context of EU or Member State law for the purpose of this Addendum.

#### 3. Cooperation

3.1 Customer acknowledges that SailPoint may be required under European Data Protection Law to: (i) collect and maintain records of certain information, including the name and contact details of each Processor and/or Controller on behalf of which SailPoint is acting and, where applicable, of such Processor's or Controller's local representative and data protection officer; and (ii) make such information available to the supervisory authorities. Accordingly, if European Data Protection Law applies to the Processing of Customer Personal Information, Customer will, where requested, provide such information to SailPoint, and will ensure that all information provided is kept accurate and up-to-date.

#### 4. Standard Contractual Clauses

4.1 To the extent that SailPoint Processes any Customer Personal Information from the EEA, the UK, or Switzerland, and transfers such Customer Personal Information outside of the EEA, the UK, or Switzerland to the United States of America ("US Transfers"), SailPoint, as a certified participant of the Data Privacy Framework, will comply with Data Privacy Framework requirements for US Transfers. If the Data Privacy Framework is not determined by the European Commission, the UK Information Commissioner's Office, or Switzerland to provide adequate protection for US Transfers under applicable European Data Protection Laws, and/or the Data Privacy Framework is invalidated as a legal transfer mechanism by the relevant authorities or courts, US Transfers will be treated as a Restricted Transfer and the SCCs shall apply in accordance with Section 4.2 of this European Addendum.

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- 4.2 To the extent that SailPoint Processes any Customer Personal Information from the EEA, the UK, or Switzerland, and transfers such Customer Personal Information outside of the EEA, the UK, or Switzerland to countries not deemed by the European Commission, the UK Information Commissioner's Office, or Switzerland to provide an adequate level of data protection ("Restricted Transfers"), the SCCs will apply to any Restricted Transfers from Customer and Customer Affiliates (each as "data exporter") to SailPoint (as "data importer") as follows:
  - (a) EU Personal Information. In respect of Personal Information that is protected by the EU GDPR, the EU SCCs will apply for any Restricted Transfers, are incorporated by reference, and are completed as follows:
    - (i) Module 2 applies;
    - (ii) in Clause 7, the optional docking clause will apply;
    - (iii) in Clause 9, Option 2 will apply, and will be completed and subject to Section 5 (Subprocessors) of the DPA;
    - (iv) in Clause 11, the optional redress language will not apply;
    - (v) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by the law specified in the Agreement, provided that law is an EU Member State law recognizing third party beneficiary rights, otherwise, the laws of the applicable supervisory authority determined under Clause 13 of the EU SCCs shall govern;
    - (vi) in Clause 18(b), disputes shall be resolved before the courts specified in the Agreement, provided these courts are located in an EU Member State, otherwise those courts shall be the courts of the EU Member State of the applicable supervisory authority determined under Clause 13 of the EU SCCs; and
    - (vii) in all cases the parties satisfy any signature requirement in "Annex 1: List of Parties" to the EU SCCs by the execution of the DPA.
  - (b) **UK Personal Information**. In respect of Personal Information that is protected by the UK Privacy Law, the UK SCCs will apply for any Restricted Transfers, are incorporated by reference, and are completed as follows:
    - (i) Table 1 of the UK SCCs is completed with the relevant information in Section 4.2(d) of the European Addendum;
    - (ii) Table 2 of the UK SCCs is completed with the selected modules and clauses from the EU SCCs as identified in Section 4.2(a) of the European Addendum;
    - (iii) Table 3 of the UK SCCs is completed with the relevant information in Sections 4.2(d) and 4.2(e) of the European Addendum;
    - (iv) both the importer and the exporter may terminate the UK SCCs in Table 4 of the UK SCCs in accordance with the terms of the UK SCCs; and
    - in all cases the parties satisfy any signature requirement in UK SCCs by the execution of the DPA.
  - (c) Swiss Personal Information. In respect of Personal Information that is protected by the FADP, the EU SCCs as completed in Section 4.2(a) will apply for any Restricted Transfers, are incorporated by reference, and are amended as follows:
    - references to (articles in) the EU General Data Protection Regulation 2016/679 shall be deemed to refer to (respective articles in) the FADP;
    - (ii) reference to the competent supervisory authority in Annex I. C. under Clause 13 of the SCCs shall be deemed to refer to the Federal Data Protection and Information Commissioner ("FDPIC");
    - (iii) references to Member State(s)/EU Member State(s) shall be deemed to include Switzerland:
    - (iv) reference to the European Union in Annex I (A) shall be deemed to include Switzerland;
    - (v) where the Clauses use terms that are defined in the GDPR, those terms shall be deemed to have the meaning as the equivalent terms are defined in the FADP;
    - (vi) the list of data subjects and categories of data indicated in Annex I. B. to the SCCs shall not be deemed to restrict the application of the SCCs to the Swiss Personal Information; and
    - (vii) in all cases the parties satisfy any signature requirement under the FADP by the execution of the DPA.
  - (d) SCC Annex I:

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(i) In respect of Annex I, Section A of the EU SCCs, the requisite information is as follows:

(A) Data exporter(s):

Name: as identified in the Agreement Address: as identified in the Agreement

**Contact person's name, position and contact details:** as identified in the Agreement

dentified in the Agreement

#### Activities relevant to the data transferred under these Clauses:

<u>For any on-premises software</u>: SailPoint's Support and Other Services (e.g., program planning, software deployment assistance, interface adapter efforts, and/or formal or nonformal software training).

<u>For any SaaS solutions</u>: SailPoint's SaaS Services, Support, and Other Services (e.g., implementation services, implementation support, best practices consultations, integration efforts, and training and education services).

**Signature and date:** the parties agree that any signature requirement is satisfied by the execution of the DPA.

Role (controller/processor): Controller

(B) Data importer(s):

Name: SailPoint Technologies, Inc.

Address: 11120 Four Points Drive, Suite 100, Austin, Texas 78726, USA

Contact person's name, position and contact details:

SailPoint's Data Protection Officer:

Dr. Felix Wittern Partner, Fieldfisher Hamburg, Germany privacy@sailpoint.com

#### Activities relevant to the data transferred under these Clauses:

Same as listed above for data exporter.

**Signature and date:** the parties agree that any signature requirement is satisfied by the execution of the DPA.

Role (controller/processor): Processor

- (ii) In respect of Annex I, Section B of the EU SCCs, the requisite information is as follows:
  - (A) Please see Section 4.4 (Details of Data Processing) of the DPA for details of transfer(s);
  - (B) For transfers to (sub-) processors,
    - (I) Subject matter of sub-processing:

Identification and contact data (e.g., name, address, title, contact details), employment details (e.g., job title, role, manager), and/or IT information (e.g., entitlements, IP addresses (including IP derived geolocation), usage data, and cookie data) for Customer's employees, contractors, and/or (where licensed under the Agreement) data exporter's business partners and/or end-users authorised by Customer.

(II) Nature of sub-processing:

To assist SailPoint in providing solutions and other Services to Customer under the Agreement.

(III) <u>Duration of sub-processing:</u>

The sub-processing will occur for the duration of the processing by SailPoint in the context of the provision of Services under the Agreement unless SailPoint earlier terminates and/or replaces the sub-processor.

(iii) In respect of Annex I, Section C of the EU SCCs, the competent supervisory authority shall be the applicable supervisory authority determined under Clause 13 of the EU SCCs.

#### (e) SCC Annex II:

(i) In respect of Annex II of the EU SCCs, the requisite information is as follows:

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(A) Description of the technical and organisational measures implemented by the data importer(s)

#### (I) Application to Transfers

Cross-border transfers by Customer to SailPoint relate to SailPoint's Offerings, including (1) Support and Other Services for on-premises software and/or (2) SaaS Services , including Support and Other Services for SaaS Services. Customer controls what data SailPoint has access to for these purposes. As such, SailPoint's technical and organisational measures, as a whole, concern its access to transferred data.

(II) <u>Technical and Organisational Measures</u>

Please see Schedule A of the DPA, which describes the technical and organisational security measures implemented by SailPoint.

- (B) For transfers to (sub-) processors, Sub-processors shall ensure that they have appropriate technical and organisational measures to protect against and report a personal data breach, appropriate to the harm that might result from such personal data breach, having regard to the state of technological development and the cost of implementing any measures. Such measures may include where appropriate: pseudonymising or encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after a physical or technical incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 4.3 The parties agree that the data export solution identified in Section 4.2 (Standard Contractual Clauses) will not apply if and to the extent that SailPoint adopts an alternative data export solution for the lawful transfer of Personal Information (as recognised under European Data Protection Laws) outside of the EEA, the UK, or Switzerland in which event, Customer shall take any action (which may include execution of documents) required to give effect to such solution and the alternative transfer mechanism will apply instead (but only to the extent such alternative transfer mechanism extends to the jurisdictions to which Customer Personal Information is transferred).

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Quotation

## **SailPoint Technologies**

11120 Four Points Drive, Suite 100 Austin, TX 78726 US

Phone: (512) 346-2000

Quote #: Q-97946-4 Date: 6/12/2025 **Expires On:** 6/30/2025

#### Ship To

University Medical Center of Southern Nevada 1800 W. Charleston Boulevard Las Vegas, Nevada 89102 **United States** 

#### Bill To

University Medical Center of Southern Nevada 1800 W. Charleston Boulevard Las Vegas, Nevada 89102 **United States** 

SALESPERSON	SON   Phone   EMAIL		PAYMENT METHOD		
Patrick Phillips		patrick.phillips@sailpoint.com	Net 30		

PART#	DESCRIPTION	QTY	TERM
SAAS-IDSEC-BIZ-IU	SailPoint Identity Security Cloud Business - Price per Identity	6,000	6/30/2025 - 6/29/2028
SAAS-IDSEC-BIZ-LU	SailPoint Identity Security Cloud Business - Price per Lite Identity	4,000	6/30/2025 - 6/29/2028
CSD-SP-SILVER	CSD Portfolio - Silver Bundle	1	6/30/2025 - 6/29/2028
SAAS-NE	SailPoint Non-Employee Risk Management - Price per Identity	2,500	6/30/2025 - 6/29/2028
IDN-HC-E-IU	IdentityNow for Epic EMP Healthcare Price per Identity	6,000	6/30/2025 - 6/29/2028
IDN-HC-E-LU	IdentityNow for Epic EMP Healthcare Price per Lite Identity	4,000	6/30/2025 - 6/29/2028
IDN-HC-E-SER-IU	IdentityNow for Epic SER Healthcare - Price per Identity	6,000	6/30/2025 - 6/29/2028
IDN-HC-E-SER-LU	IdentityNow for Epic SER Healthcare - Price per Lite Identity	4,000	6/30/2025 - 6/29/2028
-		Price:	\$778.530.00

#### **Invoice Schedule**

III O O O I O O O O O O O O O O O O O O				
Payment No.	Amount Due	Invoice Date	Description	
1	\$171,530.00	6/30/2025	First year term fee plus setup and/or training fee (if included)	
2	\$303,500.00	6/30/2026	Year 2 term fee	
3	\$303,500.00	6/30/2027	Year 3 term fee	
Total	\$778,530.00			

Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years

in which Customer's governing body fails to appropriate monies for ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement Customer agrees that this Section shall not be utilized as a subterfuge or in discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

#### **Order Term Start Date**

Unless otherwise stated above for specific SailPoint Offerings and/or Other Services, the Order Term Start Date is the date on which SailPoint provides the instructions to access the SailPoint Offerings and/or Other Services listed on this Quote.

When purchasing through a marketplace, unless otherwise stated above for specific SailPoint Offerings and/or Other Services, the Order Term Start Date is the date on which Customer accepts via the marketplace.

#### SailPoint Offerings: Term License Software (If applicable)

SailPoint will provide access to, and Customer may download, install and use, a copy of the Term License Software listed in the pricing table above up to the specified quantity during the non-cancellable License Term. Unless otherwise specified herein, the License Term begins on the Order Term Start Date and continues for the time period stated in the pricing table above. Premium Software Support is included with Term License Software during the License Term for no additional fee. Supplemental Software Support may also be specified above.

#### SailPoint Offerings: SaaS Services (If applicable)

SailPoint will provide access to, and Customer may use, the SaaS Services listed in the pricing table above up to the specified quantity during the non-cancellable SaaS Term. Unless otherwise specified herein, the SaaS Term begins on the Order Term Start Date and continues for the time period stated in the pricing table above. Premium Software Support is included with SaaS Services during the SaaS Term for no additional fee. Supplemental Support may also be specified above. Any sandbox instances provided by SailPoint with the SaaS Services are limited to 5,000 total Identity Cubes regardless of type or active status.

#### **CSD Success Portfolio Bundles**

If Customer Success Portfolio Bundles are listed in the above pricing table SailPoint will perform the specified services as detailed in the Customer Success Portfolio Detailed SKU descriptions document available at <a href="https://community.sailpoint.com/t5/New-to-SailPoint/Customer-Success-Portfolio-Detailed-SKUDescriptions/ta-p/247448">https://community.sailpoint.com/t5/New-to-SailPoint/Customer-Success-Portfolio-Detailed-SKUDescriptions/ta-p/247448</a>.

#### Other Services: Professional Services

If Professional Services are listed in the above pricing table, SailPoint will perform the Professional Services on an as-needed basis or as mutually agreed in a statement of work. Pricing excludes travel and other reimbursable expenses. Unless otherwise stated in the pricing table, Customer has one year from the Order Term Start Date ("Services Term") to engage SailPoint to perform the Professional Services. Upon expiration of the Services Term, any purchased-but-unused Professional Services will not be refunded. 5% of the total time purchased with any Expert Services Package will be allocated to Project Management and Oversight. Project Management and Oversight time is non-transferrable to offset billing for other Resource Roles. A detailed reference to Professional Services SKUs and descriptions (as applicable) are available at <a href="https://community.sailpoint.com/t5/New-to-SailPoint/Professional-Services-Detailed-SKU-Descriptions/ta-p/225258">https://community.sailpoint.com/t5/New-to-SailPoint/Professional-Services-Detailed-SKU-Descriptions/ta-p/225258</a>.

#### Training Units

Any training units listed in the above pricing table may be used for Training Services conducted at a SailPoint facility or a Customer/third party facility, or may be delivered electronically via a SailPoint website. Training units may be used for an individual to attend any currently available classes offered through SailPoint's Identity University. Training Services selected by Customer will be identified upon enrollment at the Identity University. For on-site courses that are just for Customer, Customer and SailPoint may execute a Training Services SOW. For in-person courses taught at a SailPoint facility, Customer's travel and living expenses are not included and will be Customer's responsibility. All training units listed above must be used within one year of the Order Term Start Date.

#### **eLearning Subscriptions**

Any eLearning Subscription listed in the above pricing table entitles Customer to enable the specified number of concurrent named users with unlimited access to eLearning courses in Identity University during the Training Term. The Training Term begins on the date SailPoint provides Customer with instructions on how to enable its named users for the eLearning Subscription and continues for the time period stated in the pricing table above. Customer may name additional named users up to the specified number of concurrent named users for the subscription at any point during the current Training Term. Customer may not replace an already named user with a newly named user for the remainder of the current Training Term. Customer may apply any training units listed separately above toward any available eLearning course offered through SailPoint Identity University.

#### Agreement Applicable to Customer

Customer, by its execution of this Quote, or incorporation of this Quote by reference into a Customer purchase order, hereby orders and purchases for delivery the SailPoint Offerings and/or Other Services identified by Part # herein (each a "Product"). Customer's use of each Product on this Quote is governed by SailPoint's Framework Customer Agreement found at https://www.sailpoint.com/legal/customer-agreements/ or, if Customer and SailPoint have executed an agreement applicable to a Product, that agreement will govern (as applicable, the "Agreement"). In the event of a conflict between this Quote and the Agreement, this Quote shall prevail during the Order Term for purposes of the Products included in this transaction only.

Any additional terms and conditions seeking to impose obligations on either party outside of the Agreement that are not part of a mutually executed written amendment to the Agreement shall have no force or effect. This includes but is not limited to any terms that are presented to SailPoint by or on behalf of Customer as part of Customer's vendor's registration, invoice management, or other similar process, even if SailPoint has accepted the terms as a technical matter to facilitate Customer's payment.

#### **Invoicing and Payment**

SailPoint will invoice in accordance with the firm, non-cancellable invoice schedule provided above ("Invoice Schedule"), or if no Invoice Schedule is provided above, then the Total Price will be invoiced upon execution of this Quote. All pricing is in USD and excludes any applicable sales or use tax which will be added to the invoice(s) as a separate line item. Payment is due according to the terms of the Agreement unless this Quote otherwise specifies a unique net payment term for this transaction only.

If Customer purchases through a marketplace, invoicing and payments will be facilitated through the marketplace and Customer's payment obligations will be as arranged through the marketplace. If Customer fails to pay the marketplace any amounts owed to SailPoint hereunder, SailPoint retains the right to collect directly from Customer any and all amounts owed. Each party agrees to comply with its respective agreement to use the marketplace.

Customer	SailPoint Technologies, Inc.
By:	By:
Print Name:	Print Name: Tom Beck
Title:	Title: <u>VP Operations</u>
Date:	Date: Jun 12, 2025



# SailPoint Identity Security Cloud Migration Statement of Work

## For

**University Medical Center of Southern Nevada** 

SailPoint Technologies, Inc.

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## 1 Introduction and Summary

This Identity Security Cloud Phase 1 Statement of Work ("SOW"), effective as of the last date of signature below ("Effective Date"), is governed by the Agreement detailed below, the terms and conditions of which are incorporated fully herein.

Contemporaneous with the signature of this SOW: University Medical Center of Southern Nevada ("Customer") and SailPoint Technologies, Inc. ("SailPoint") have signed a Framework Customer Agreement ("Agreement") to enable University Medical Center of Southern Nevada to receive SaaS and related Services.

University Medical Center of Southern Nevada is now entering into this SOW for the purchase of certain Services for the implementation of the SaaS Service for the benefit of University Medical Center of Southern Nevada.

All terms used in this SOW and not otherwise defined will have the same meaning set forth in the Agreement. To the extent of any conflict or inconsistency between this SOW and the terms of the Agreement, this SOW shall prevail.

The summary of this SOW, which can be phased out to provide a quicker return on investment includes:

- Project planning, requirements definition, solution architecture documentation and assistance in test planning with Customer
- System preparation
- Authoritative/Authentication Source configuration and data loading of additional source accounts and entitlements
- Configuration of Identity Security Cloud Use Cases
- Preparation of UAT-Ready System
- Assistance in Test Planning of the Solution and Go Live Support. Customer will lead the testing process and go-live process.
- Migration of configuration from development/sandbox to production tenant
- Documentation of configuration

#### 1.1 Sources

#### 1.1.1 Authoritative Source

Phase 1					
Count	Data source	Connect Type			
1	County SAP	Delimited File/Flat File			
2	Non-Employee Database (NERM)	JDBC			

#### 1.1.2 Authentication Sources

Phase 1		
Count	Data source	Connect Type
1	Active Directory	Direct – AD Connector

#### 1.1.3 Data Sources

The following list is an estimate and will be finalized before project kick-off with mutual agreement between Customer and SailPoint. The estimated timeline is 14 weeks.

Phase 1								
Coun t	Data source	Connect Type <sup>1</sup>	Prior ity	Cert s	Pwd Mgmt	Prov	Access Request	SOD
1	Active Directory	Direct – AD Connector	1	No	No	Yes	No	No
2	Epic EMP	Epic EMP	2	No	No	Yes	No	No

<sup>\*</sup>Changes to the data sources type made during project execution may require change management to ensure proper project funding due to increases in complexity.

## 2 Services

## 2.1 Project Planning and Requirements Definition

#### 2.1.1 Project Kickoff

A project kickoff meeting will be held with Customer, and SailPoint personnel to discuss the deliverables, timeline, roles and responsibilities for the project. Average kickoff is between 3 to 5 days and encompass Sections 2.1.2, 2.1.3 and 2.1.4 of this Statement of Work. The remainder of the project is expected to be conducted remotely.

Pre-deployment questionnaires will be provided by SailPoint and should be completed prior to the kickoff meeting so the project team will have an appropriate high-level understanding of the project requirements. Assignment of resources will begin once the questionnaires have been completed and reviewed jointly by SailPoint and Customer to ensure resources can be properly utilized.

#### 2.1.1.1 Training Readiness

Training Readiness is a critical step in the Identity Security Cloud deployment process that prepares Customer to get the most value from our Professional Services engagement. <u>SailPoint will not begin configuration discussions</u> with the Customer team until the following tasks have been completed by Customer and verified by the assigned SailPoint Engagement Manager.

#### 2.1.1.2 SailPoint and Identity Security Cloud Training

SailPoint Identity University provides you with the technical training needed to optimize your productivity and successfully implement your identity security solution. It is important for members of the implementation and management teams to take these courses. You will become more familiar with the concepts and activities necessary for the preparation, configuration and testing phases of the project. At a minimum one (1) Customer team member must complete the following training. Classes can be registered for at https://University.SailPoint.com.

- Identity Security Cloud Introduction (1.5 hours)
- Complete Identity Security Cloud Essentials Training (eLearning-19 hours or In Person-3 days)
  - The Identity Security Cloud Essentials eLearning series covers the equivalent content as the 3-day Identity Security Cloud Essentials instructor-led training course. There are three courses in this series:

<sup>&</sup>lt;sup>1</sup> Connect type refers to the type of connector used (Delimited File, AD/LDAP direct connection, JDBC, etc.)

- Identity Security Cloud Essentials 1: Setup and Modeling
- Identity Security Cloud Essentials 1: Provisioning
- Identity Security Cloud Essentials 3: Search and Compliance
- Though the three eLearning courses can be taken independently, to get the most from the series, take the three courses in order. All three eLearning courses are required.

#### 2.1.2 Project Plan

During this initial planning stage, Customer and SailPoint will agree upon a mutual project plan, which allows for tracking and measuring progress of the project. The Project Plan will capture all of the activities required to complete the project as described in this Statement of Work, who is the owner of the action, its predecessors and estimated durations for completion. The activities described in the sections "Solution Architecture Workshop", "Requirements and Technical Solution Workshop" and "Source Owner Interviews" will need to be completed prior to the Project Plan being finalized. The Project Plan can be considered a work in progress until these prerequisites are complete. Customer and SailPoint will also agree on the allocation of resources as defined in the Resources section of this SOW.

Project Plans will not be started until the project has commenced.

### 2.1.3 Solution Architecture Workshop

Project team members will meet to determine how to best deploy Identity Security Cloud in the Customer environment. Topics covered in this meeting will include:

- Identity Security Cloud Architecture Review
- Identity Security Cloud Virtual Appliance Review and Setup
- SailPoint IQ Service Review and Installation
- High Availability/Disaster Recovery Configuration

#### 2.1.4 Requirements and Technical Solution Workshop

SailPoint will conduct Requirements and Technical Solution workshops to understand the business needs for the implementation. In addition, SailPoint will also discuss and understand the various identity types as well as the scope requirements for those identity types.

Finally, once requirements are agreed upon, SailPoint will draft a Technical Solution document for implementation, which will lay the groundwork for configuration activities.

#### 2.1.5 Source Owner Interviews

Project team members will assist Customer team members in meeting with Customer source owners to gather information about their applications, as described in Sources, and communicate data requirements. Application owners play a critical role in the implementation of Identity Security Cloud; therefore, these interviews must be scheduled in a timely manner at the beginning of the project.

- SailPoint will provide an Application Owner Questionnaire to each application owner which describes all required information including data extraction requirements.
- Client will:
  - Make application owners available for interviews, data extraction support, and application support as needed in order to ensure timely delivery throughout this project.
  - Provide technical and/or project management resources to participate in these interviews, and
  - o coordinate communication between SailPoint resources and the application owners. Lack of meaningful participation may result in delays in the project.

Customer will ensure that the proper test environments are available and contain "production like" data
for accurate testing of the Identity Security Cloud system. Inaccurate and inconsistent data, which does
not mirror the production systems, or which does not correlate (e.g., the test AD accounts do not match
to test HR identities or other test application accounts), will likely cause delays and other unforeseen
consequences in project delivery.

<ul> <li>Finalized Requirements</li> <li>Finalized Technical Solution</li> <li>Project Plan</li> </ul>
--

### 2.1.6 Test Planning

Customer will lead the overall testing and quality assurance of the configuration of Identity Security Cloud before the production rollout(s). During the Test Planning Phase of the engagement, SailPoint will work with Customer to help identify what will be tested, who will be doing the testing, what test systems are available and what test data is available. The testing process is described in greater detail in Preparation of UAT-Ready System. Test Planning should be completed and a Test Plan in place before the end of all configuration activities.

# 2.2 Foundational Configuration

### 2.2.1 Branding

SailPoint will perform basic branding of Identity Security Cloud with Customer's logo, color scheme, and preferred name of the application.

Expected Results	<ul> <li>Functional Identity Security Cloud Installation</li> <li>Identity Security Cloud Branded with Customer's logo</li> <li>Virtual Appliance installed</li> </ul>
------------------	--

### 2.2.2 Data Loading

• SailPoint will work with Customer to load all application and user data provided from Customer's data sources as set forth in the Sources section.

### 2.2.3 Identity Cube Construction

SailPoint Identity Security Cloud will discover users and construct the identity cubes for all data sources in scope and agreed upon in this proposal.

To build Identity Cubes the project team will:

- Collect all required file extracts or direct connection information
- Aggregate account information into the Identity Security Cloud platform and provide the necessary Identity Cube configuration
- Build target application data mapping
- Configure Identity Security Cloud connectors
- Configuration of Delimited File Upload Utility to automate data loading of delimited file sources (if desired)

Expected Results	Configured Authoritative Source
	<ul> <li>Configured Sources</li> </ul>

- Identity Cubes Built
- Orphan accounts identified

### 2.2.4 Identity Profiles

Identity Profiles contain unique groups of users, also known as identities, whose account information is managed in different sources. An identity profile represents the identity information loaded from a specific source (usually as HR source) and the authentication method assigned to users from that source. In the process of loading these users, Identity Security Cloud also creates their identities, which can be used to manage access to other target applications. SailPoint will configure the Identity Profiles listed below:

- Employees
- Contractors

**Expect Results** 

Identity Profiles configured

### 2.2.5 Authentication to Identity Security Cloud

There are several ways for end users to authenticate to Identity Security Cloud. SailPoint will work with Customer to configure Identity Security Cloud for one of the following methods:

- Identity Security Cloud as a source for passwords
- Pass-Through Authentication using a directly connected directory or web services-based source
- Identity Security Cloud as a Service Provider
- Integrated Windows Authentication This enables users who are authenticated to the Customer Active Directory domain to automatically authenticate to Identity Security Cloud.

**Expected Results** 

• End Users and Administrators will be able to authenticate to Identity Security Cloud

# 2.3 Provisioning Configuration

SailPoint will setup and configure automated provisioning to the sources in scope (See Sources).

## 2.3.1 Provisioning Lifecycle States

SailPoint will configure the four (4) Lifecycle States (active, inactive, mover, rehire) for each identity profiles in scope. The management of Lifecycle States will allow Customer to fully manage the identity lifecycle for in-scope populations, including:

- Joiner (new hire)
- Mover (change of job or other responsibility)
- Leaver (termination)
- Attribute Synchronization

#### 2.3.2 Transformations and Rules

A transform is a snippet of code that modifies data coming from a source for consistency, accuracy, or for calculating additional attributes before saving that data to the identity cube. Rules are more robust sections of Java that can be used to extend the functionality of the Identity Security Cloud product beyond its out of the box capabilities.

SailPoint will configure approximately four (4) transforms and enable the Customer team how to build these so more can be built, if needed, after project close. In the event that a complex rule is needed, SailPoint will build one (1) low complexity rule to apply to the configuration and educate the Customer team on how to write additional rules to meet future use cases.

If the number of Transforms and Rules required to meet Customer's business requirements are substantially higher than what is listed above, the Change Management process will be invoked to properly fund the amount of effort required for the Transform and Rule configuration.

#### 2.3.3 Access Profiles and Roles

Access Profiles and Roles contain groups of individual entitlements that are provisioned or de-provisioned on Identities as either birthright access or through access requests. SailPoint will configure up to four (4) of the Roles and the associated Access Profiles that are needed for this phase of work. Again, SailPoint will educate the Customer team on how to construct these objects in the Identity Security Cloud UI so that they may manage/extend the Access Profiles and Roles after project close.

### 2.3.4 Attribute Sync Configuration

SailPoint will provide configuration of attribute sync to keep key downstream system attributes updated as identity data changes (Ex. Name change, phone number, etc.).

Expected Results	<ul> <li>Provisioning Configured</li> <li>Access Profiles Configured</li> <li>Roles Configured</li> <li>Email Templates Configured</li> <li>Provisioning Transformations and Rules Defined</li> <li>Identity Lifecycle States Defined</li> <li>Attribute Sync Configured</li> </ul>
------------------	---

# 2.4 Documentation of configuration

The following documentation will be delivered as part of this deployment:

- Documented requirements/technical solution
- As-Built configuration guide that will detail the configurations in the Identity Security Cloud instances for Customer

Expected Results	Documentation artifacts
------------------	-------------------------

# 2.5 Preparation of UAT-Ready System

SailPoint will help prepare the Identity Security Cloud system for user testing by the Customer team. Testing should be exhaustive and conducted using clean, accurate and representative testing data.

- SailPoint will provide guidance to Customer during Test Cycles lead by Customer. Customer will lead the
  overall testing process, including the building of a test strategy, test cases, test data, the execution of test
  cases and signoff of testing.
- SailPoint will fix defects in the configuration as reported by Customer to ensure the signed off requirements have been met.

This Statement of Work has a total of 48.00 hours dedicated to User Acceptance Testing Support.

In addition, once testing has been completed, SailPoint will provide support in migration of artifacts from Sandbox to Production. It will be the responsibility of Customer staff to communicate, roll-out, and deploy the solution in Production.

System ready for UAT
 System is ready for Deployment

# 2.6 Go Live

### 2.6.1 Soft Go Live

SailPoint recommends that Sources and Data Aggregation are promoted to the production environment once they have passed QA processes and have been signed off. This allows for customers to review production data as it looks in the configured environment and find any errors that need to be remediated prior to introducing use case functionality that may yield unintended results due to data discrepancies.

### 2.6.2 Incremental Go Lives

To provide immediate business value and avoid large and potentially difficult deployments, SailPoint recommends incremental Go Lives of the functionality outlined in this Statement of Work. During the planning phase of this SOW, the number and order of Go-Lives will be mutually agreed upon.

This Statement of Work has a total of 64.00 hours dedicated to Go Live Support. All SailPoint Go-Live activities will be conducted during SailPoint's normal business hours.

# 3 Technical Enablement

SailPoint will provide collaborative configuration sessions throughout the engagement to educate the implementation team how to configure the items in scope. The list of topics/functions covered are specific to the deployment but will generally include the following:

- Virtual Appliance overview
- Identity Security Cloud source configuration
- Identity Security Cloud features configuration
- Reporting
- Troubleshooting

SailPoint also strongly recommends that the Customer implementation team's administrators attend the Identity Security Cloud Fundamentals remote training class. Details for this can be found at https://university.sailpoint.com/.

SailPoint will assist the customer in their configuration of the Exabeam application to extract data from Identity Security Cloud.

# 4 Resourcing

This timeline presumes that both parties shall be equally engaged in the effort to build a successful production-ready deployment. Any additional effort will need to be agreed upon by way of a change order ("Change Order") in writing. The Change Order will delineate tasks, schedule and fees to be charged for the additional tasks. The parties will enter into a mutually agreeable change order ("Change Order") if Customer wishes to purchase

additional hours of Services. Additional Services will not be provided by SailPoint until such Change Order is fully executed by the parties.

SailPoint will invoice at the rates and fees as quoted in Q-107098. The work in this SOW may be performed jointly between SailPoint and one of our implementation partners. SailPoint resources work Monday through Friday from 9am to 5pm in their local time zone, excluding holidays. Weekend Go Live Support is not included, unless it is listed explicitly in the section below.

No travel is expected under this statement of work.

SailPoint reserves the right to suspend delivery of the Services for failure to pay any undisputed amounts in accordance with the terms of the Agreement. Suspension of the Services shall not release payment obligations under this SOW.

Please find product table for Quote:Q-107098 at the end of this document.

## 4.1 Resources

SailPoint Services engagements include a team of highly knowledgeable and experienced resources focused on efficient delivery as well as enablement. The responsibilities for each role are as follows:

### Project Lead

- Provides facilitation and direction to the engagement
- Main point of escalation
- o Responsible for delivery success, resource availability, next steps, and budget
- Will be dedicated to the project 8.00 hours a week

### • Technical Lead/Solution Architect

- Identity Security expert responsible for guiding project
- Responsible for technical solution and feasibility, gathering requirements/use cases, technical solutioning, and configuring the solution
- Will be dedicated to the project 15.00 hours a week

### Deployment Engineer

- Technical Identity Security Cloud resource responsible for configuration of the solution and assisting in the defect remediation found during Customer testing
- Will be dedicated either 40% (16 hours per week) or 80% (32 hours per week) to the project.
   Allocation will be determined during the Project Planning Phase of the project and agreed by all parties.

All SailPoint projects include minimal time from our Leadership team to provide project oversight and guidance, in which, this time will be billed.

Customer is expected to provide technical specialists with knowledge of Customer systems and an overall Project Manager with project control and oversight. Note that the percentage responsibility of the project for Customer's personnel can be modified to provide greater involvement and enablement during configuration and deployment.

#### **Project Constraints**

Once a project start date is agreed upon and named resources are assigned to a project, any Delay requires that Customer either a) hold assigned resources for the project or b) put the project on hold and resources will be reassigned. Delays include but are not limited to onboarding, access to equipment, security tokens, networks, accounts, email, applications, pause in project, etc. as required to complete assigned work.

If resources are held, Customer agrees to pay for the greater of actual hours worked or eight (8) hours per day for each held resource until project startup commences, or the project is put on hold. If a project is put on hold, the project will remain on hold until a revised start date can be agreed, and resources are available.

# 5 Assumptions

This offering and the proposed services and deliverables contained in this proposal are based on the following key assumptions:

### 5.1 SOW Structure

- SailPoint Services will implement the specified scope while in parallel enabling the Customer team to extend solution as desired.
- Based on USD
- Based on Time and Materials
- Only out of the box configuration of Identity Security Cloud is in scope for this SOW
- The Services to be provided under this SOW shall consist solely of (I) Software deployment assistance, (ii) program planning, (iii) interface adapter efforts, and/or (iv) formal or non-formal Software training. SailPoint will not perform any development work, provide custom software, or works for hire under this SOW.

# 5.2 Logistics

- Customer will provide SailPoint with access to their personnel and facilities sufficient for SailPoint to fulfill its obligations under this SOW.
- Customer will provide and install necessary hardware and software, and provide network connectivity, so that SailPoint can set up the rest of the environment including the Identity Security Cloud software.
- SailPoint staff working at the Customer site will have access to the Internet through Customer's LAN for the purpose of research and communicating with other SailPoint staff.
- The SailPoint resources on this project will have the ability to work remotely from the Customer site and will have remote access to the Customer environments.

# 5.3 Client Resource Commitments

- The scope and timelines for this project are based on the assumption that certain business and IT-related information as described in this document is available or can be gained through interview activities with Customer's organization.
- Customer stakeholders will be available to meet with SailPoint representatives and participate in workshops as required.
- Customer will dedicate the necessary time and effort to discover, analyze and present data to support the implementation process.
- Designated Customer stakeholders will review and sign off on deliverables within agreed upon timeframes.
- Customer will designate a project manager who will manage the overall project and with whom all project communications will be addressed, and who has the authority to act on Customer's behalf for all aspects of the project.

- Organizational rollout within the client organization(s) is the responsibility of Customer. SailPoint
  resources will provide input to the rollout plan and conduct no more than two (2) stakeholder demos
  during the implementation project.
- Customer will provide all business user testing resources and scripts, test cases, use cases and test data as required.
- Customer will managing/conducting testing of the solution, including preparation of the UAT test cases
  and test data, coordination of the tester feedback, and tracking of the resolutions together with SailPoint
  team. SailPoint will provide support as indicated in this document.

# 5.4 Technical: Data Loading and Data Readiness

- The format of any file extracts will not change during the implementation and all application file extracts will be in the correct format prior to beginning of the data loading phase.
- Only pre-existing SailPoint Connectors are to be used. No specialty connectors or specialty file parsers will be Configured for this implementation.
- This proposal does not include automation of file extracts for delivery to Identity Security Cloud.
   Customer, if required, will carry out these services.
- SailPoint assumes that each Source/Application listed in Sources has representative test systems that
  contain accurate, consistent data that represents what is found in the production system. Data
  inaccuracies between production and non-production systems may cause delays in project timelines,
  greater project cost and other unforeseen consequences.

# 5.5 Scope

- Any items outside of scope require a Change Order which has been mutually agreed to in writing which
  contains the additional task, schedule, time and cost requirements. This includes any additional or
  modified requirements that result from user acceptance testing. Changes can only proceed once agreed
  to by both parties in writing on a Change Order.
- Mutually agreed upon success criteria will be documented during week 1 of the deployment. This will
  need to be criteria that may be checked off prior to formal UAT unless Customer extends SailPoint for
  assistance during the UAT process.
- Tasks with explicit staff-days specified will not exceed the number of days outlined in the proposal.
- Standard SailPoint supplied documentation; SailPoint's online community forum and FAQ repository;
   SailPoint's standard deployment overview; and the provided materials will meet Customer's documentation requirements. If additional documentation is requested, then Customer may contract SailPoint to write additional documentation per the services rates specified above
- Project delays, including but not limited to changes in requirements after signoff, lack of testing, poor
  quality test data, caused as a result of Customer may result in changes to scope, schedule and project
  costs which may result in additional charges based on the resource daily rates quoted above.
- This proposal assumes that only existing, out-of-the-box functionality, supplied with Identity Security Cloud, will meet the customer's requirements.

If any of these assumptions prove to be incorrect, this will adversely affect the deliverables proposed in this offering and timelines assumed hereunder.

# 6 Invoicing & Signatures

To ensure that your invoices are delivered to the correct location, we normally process your invoices after receipt of a purchase order. If your purchase order is not currently available, we ask you to complete the following to provide us with the information we need to process your order correctly:

My company does not issue purchase orders

I have not received the final purchase order from my companies' purchasing department

The purchase order number for this SOW is

In the event your company issues purchase order, the purchase should be issued to SailPoint at <a href="mailto:orders@sailpoint.com">orders@sailpoint.com</a>. Receipt of a softcopy of the Purchase Order is required to begin work on this engagement. The purchase order should reference SOW #: Q-107098

Email address for invoice:

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date last below written:

SailPoint Technologies, Inc. (K)	University Medical Center of Southern Nevada
Signature: signed by:  Ton Beck	Signature:
Print Name: Tom Beck	Print Name:
Title: VP Operations	Title:
Date: Jun 12, 2025	Date:

SailPoint reserves the right not to accept the SOW if SailPoint does not receive a fully executed copy within 30 days of SailPoint signature.



Quotation

SailPoint Technologies, Inc. Quote # Q-107098

**11120** Four Points Dr, Suite **100** Date: 6/11/2025

Austin, TX 78726-2118 Expires On: 7/31/2025

Phone: (512) 346-2000 Payment Terms: Net 30

Bill To: Ship To:

University Medical Center of Southern Nevada

1800 W. Charleston Boulevard, Las Vegas, Nevada

89102 United States

University Medical Center of Southern Nevada

1800 W. Charleston Boulevard, Las Vegas,

Nevada 89102 United States

# **Time & Materials**

Product Code	le Description Quantity		Unit Price	Extended Price		
PS-CSS SAAS HR	SaaS Client Support Specialist - Hourly	406.00	200.00	81,200.00		
PS-PROJ LD SAAS HR	SaaS Project Lead - Hourly	128.00	200.00	25,600.00		
PS-SOL ARCH SAAS HR			200.00	46,200.00		
		Total USD		153,000.00		

#### **Time & Materials**

These Services will be completed on a Time & Materials basis. SailPoint will issue invoices on a monthly basis for services rendered or travel and expenses incurred in the previous month.

The work in this Quote or SOW may be performed jointly between SailPoint and one of our implementation partners. SailPoint resources work Monday through Friday from 9am to 5pm in their local time zone, excluding holidays.

SailPoint reserves the right to suspend delivery of the Services for failure to pay any undisputed amounts in accordance with the terms of the Agreement. Suspension of the Services shall not release payment obligations under this Quote or SOW

# SailPoint Technologies Non-Employee Risk Management Implementation Services Statement of Work for University Medical Center of Southern Nevada

# 1 Overview

This Identity Security Cloud Phase 1 Statement of Work ("SOW"), effective as of the last date of signature below ("Effective Date"), is governed by the Agreement detailed below, the terms and conditions of which are incorporated fully herein.

Contemporaneous with the signature of this SOW: University Medical Center of Southern Nevada ("Customer") and SailPoint Technologies, Inc. ("SailPoint") have signed a Framework Customer Agreement ("Agreement") to enable University Medical Center of Southern Nevada to receive SaaS and related Services.

University Medical Center of Southern Nevada is now entering into this SOW for the purchase of certain Services for the implementation of the SaaS Service for the benefit of University Medical Center of Southern Nevada.

All terms used in this SOW and not otherwise defined will have the same meaning set forth in the Agreement. To the extent of any conflict or inconsistency between this SOW and the terms of the Agreement, this SOW shall prevail.

# 2 Services

SailPoint shall provide the following services in accordance with the terms and conditions of the Agreement and any additional terms and conditions set out in this SOW:

### 2.1 Services Overview

SailPoint shall engage in a Non-Employee Risk Management Services project with Customer. The objective of this engagement is for SailPoint to provide Customer with services as described in this SOW during Customer's initial deployment of Non-Employee Risk Management. This SOW is to detail the anticipated project objectives and tasks.

SailPoint will provide a block of hours of assistance by SailPoint's Services team as requested by Customer in accordance with the terms below:

- The time block and associated rates expire within twelve (12) months of Effective Date
- There are no refunds for unused time
- SailPoint will endeavor to provide consistent resources, though a different resource may be engaged to respond quickly to client requests
- SailPoint's Services Team is expected to provide assistance remotely during SailPoint business hours in the applicable time zone

Customer is expected to provide the primary project delivery staff, with SailPoint aiding those resources.

### 2.2 Services Details

SailPoint will configure Non-Employee Risk Management to support the following functionality, up to 300 hours of effort:

- 1 Population type (see section 2.2.3)
- Workflows included (see section 2.2.1)
- Configuration within Identity Security Cloud (ISC) to support NERM as a source (see section 2.2.2)
- Up to 3 hours supporting the bulk imports of profile data (see section 2.2.3)
- 4 hours of training and enablement with a NERM subject matter expert

## 2.2.1 NERM Assumptions

- NERM Workflows are limited to:
  - 1. Onboard
  - 2. Modify / Update
  - 3. Termination (manual and automated)
  - 4. Rehire / Reactivate
  - 5. End Date Management
  - 6. Contractor to employee and vice versa
  - 7. Leave of absence
- Configuration specifics are dictated by the Architect/ Engineer based on best practices, scope and time.
- NERM must be the point of entry for all Non-Employee profile data, including bulk load functionality to create profiles
- NERM Configuration is limited to:
  - The same onboarding flow (fields, forms, approval) across every non-employee type included in the one (1) population.
  - multiple job assignment per non-employee at a time
  - multiple levels of approval during onboarding.
  - 1 End Date limitation per Population (i.e., no greater than 365 days).
  - Configuration for up to 4 end user roles (i.e., Admin, View Only, Sponsor)
  - 1 Collaboration Portal for External Delegates to manage Non- Employees within their Organization.
  - Contractore to employee and vice versa
- NERM Bulk Data Load
  - Customer is responsible for data quality and loading data via the CSV Import Tool.
  - Up to three (3) hours of assistance and/or troubleshooting from NERM team to load the 5-bulk import.
  - Bulk imports after Go-Live are the responsibility of the customer

### 2.2.2 ISC Assumptions

- Identity Security Cloud (ISC) Configuration is limited to:
  - Connect NERM and ISC using the dedicated connector
  - Configure the source in ISC for testing the connectivity

- 1 source for People
- 1 source for Assignments
- ISC Configuration
  - Base configuration needed to be able to create the identity cubes
    - Identity Profile Creation
    - Identity Profile Mappings (Limited to 10 attributes and 2 rules or transforms)
  - Simple Manager Correlation (no manager correlation rules)
- Aggregate Data
  - Configure the aggregation
  - Pull data from the NERM sources
- Write back data to NERM is limited to:
  - Writing back data to store on an existing profile in NERM
- Joiner, leaver and mover workflows required in ISC related to non-employees' profiles are <u>not</u> included in this scope.

# 2.2.3 Definitions and Examples

• **Population** – A set of identities that are processed using the same fields, forms, workflows, and approvals. See examples of populations in Table 1 below.

**Table 1.** Examples of Populations

Population Examples					
Clinicians					
Providers					
Contractor					
Students					

One-Time Bulk Imports – Loading data into Non-Employee Risk Management from a system
that is being replaced by Non-Employee Risk Management or where Non-Employee Risk
Management will now be the master source for that data. A one-time bulk import is
expected to be run 1-2 times during testing and then during the production go live period.

**Table 2.** Possible One-Time Bulk Import Types

Technology	Destination System	Example data being loaded
.csv or web	Non-Employee	<ol> <li>Third Party Organizations</li> </ol>
service	Risk Management	2. Existing Non-Employee Identities
		3. Users / Roles

• Integration – Establishing a connection between Non-Employee Risk Management and a source/destination system via web service calls. Bi-directional integration facilitates the transfer of data between NERM and source system, in both directions. Single direction

integration would involve NERM pushing data to a Source system, a Source system pushing data into NERM, or a Source System pulling from NERM.

# 2.2.4 Additional Assumptions

# 2.2.4.1 Data Logistics

The hours estimate in this SOW assumes that the data provided by Customer to be imported into the Non-Employee Risk Management environment will be a complete and accurate representation of system data. Incomplete or inaccurate may necessitate a Change Order for additional hours.

SailPoint is not responsible for extraction, transformation, and loading of Customer data into the Non-Employee Risk Management environment.

Applications using REST interfaces can handle inbound and outbound data. Applications using SOAP interfaces can only handle outbound data.

### 2.2.4.2 User Acceptance Testing & Planning

Customer will be responsible for managing and conducting testing of the solution and provide all testing resources and scripts (if required). Customer will lead the overall testing process, including the building of a test strategy, test cases, test data, the execution of test cases and signoff of testing.

SailPoint will help prepare the NERM system for user testing by the Customer team. Testing should be exhaustive and conducted using complete, accurate, and representative testing data.

- SailPoint will provide guidance to Customer during test cycles lead by Customer.
- SailPoint will fix defects in the configuration as reported by Customer to ensure the signed off requirements have been met.

In addition, once testing has been completed, SailPoint will provide support in migration of artifacts from Pre-Production to Production. It will be the responsibility of Customer to communicate and roll-out the Production environment to end users. SailPoint will provide five consecutive business days of post go-live support, which includes fixing defects discovered in Production that Customer and SailPoint mutually agree should be fixed.

### 2.2.4.3 Resources

SailPoint Services engagements include a team of highly knowledgeable and experienced resources focused on efficient delivery and enablement. The responsibilities for each role are as follows:

- Project Lead
  - Provides facilitation and direction to the engagement
  - Main point of escalation
  - Responsible for delivery success, resource availability, next steps, and budget

- Technical Lead/Solution Architect
  - Identity Security expert responsible for guiding project
  - Responsible for technical solution and feasibility, gathering requirements/use cases, technical solutioning, and deployment of NERM
- Implementer
  - Works with the Technical Lead/Solution Architect
  - Responsible for configuring the solution, resolving testing issues, and deployment of NERM.

### 2.2.4.4 Customer will provide:

- Technical administrator(s) to facilitate knowledge transfer within Customer's organization and ensure that Customer has the necessary skills to maintain the system after project completion.
- Customer stakeholders will be available to meet with SailPoint representatives and participate in workshops, conference calls, and screen sharing sessions as required.
- Customer will dedicate the necessary time and effort to discover, analyze, and present data to support the implementation process.
- A competent project manager and technical resource to take the lead role(s) for the project
  work and with whom all project communications will be addressed, and who has the
  authority to act on Customer's behalf for all aspects of the project. These resources will
  provide coordination for other internal resources, customers third parties, and vendors as
  required. Timely availability of required resources for activities including interviews,
  workshops, and review sessions.

The scope and timelines for this project assume that certain business and IT-related information as described in this document is available or can be gained through interview activities with Customers' organization.

The scheduling of the Services is subject to reasonable advance notice by the Customer, availability of SailPoint resources, and good faith agreement of the parties.

Once a project start date is agreed upon and named resources are assigned to a project, any delay requires that the customer either a) hold assigned resources for the project or b) put the project on hold and resources will be reassigned. Delays include but are not limited to onboarding, access to equipment, security tokens, networks, accounts, email, applications, pause in project, etc., as required to complete assigned work.

If resources are held, Customer agrees to pay for the greater of actual hours worked or eight (8) hours per day for each held resource until project startup commences, or the project is put on hold. If a project is put on hold, the project will remain on hold until a revised start date can be agreed upon and resources are available.

### 2.2.4.5 Add-ons

- For additional cost, Customer may purchase add-on services to support additional populations, workflows, and integrations not included in scope. This must be contracted via a change order to this SOW or separate contract.
- SailPoint will provide our standard set of project documentation. If additional documentation is requested, Customer may contract SailPoint to write additional documentation per the services rates specified below.
- Project delays due to customer actions may result in additional charges based on the resource daily rates quoted below.

SailPoint will provide continued assistance not to exceed the amount specified in the Resources and Fees section of this SOW.

The Services to be provided under this SOW shall consist solely of (i) Software deployment assistance, (ii) program planning, (iii) interface adapter efforts, and/or (iv) formal or non-formal Software training. SailPoint will not provide custom software, or works for hire under this SOW.

# 2.2.4.6 Weekly Schedule Breakdown for NERM

The NERM is scoped for 14 weeks of engagement. Scope additions will impact project timelines and require a Change Order to add budget to the project. Delays that occur after formal project kickoff and increase the timeline or require additional resources to be added to the project to meet the existing timeline will also require a Change Order.

- Week 1 Kick-off & Planning
- Weeks 2-5 Specification & Design Documentation
- Weeks 6-8 NERM Sandbox Configuration
- Weeks 9-10 Client UAT (User Acceptance Testing)
- Week 11 Migration to Production
- Week 12 Data Importing & Go-live
- Week 13-14 Post-live, Enablement, & Project Closeout

# 3 Resourcing

This timeline presumes that both parties shall be equally engaged in the effort to build a successful production-ready deployment. Any additional effort will need to be agreed upon by way of a change order ("Change Order") in writing. The Change Order will delineate tasks, schedule and fees to be charged for the additional tasks. The parties will enter into a mutually agreeable change order ("Change Order") if Customer wishes to purchase additional hours of Services. Additional Services will not be provided by SailPoint until such Change Order is fully executed by the parties.

SailPoint will invoice at the rates and fees as quoted in Q-107125. The work in this SOW may be performed jointly between SailPoint and one of our implementation partners. SailPoint resources work Monday through Friday from 9am to 5pm in their local time zone, excluding holidays. Weekend Go Live Support is not included, unless it is listed explicitly in the section below.

No travel is expected under this body of work.

SailPoint reserves the right to suspend delivery of the Services for failure to pay any undisputed amounts in accordance with the terms of the Agreement. Suspension of the Services shall not release payment obligations under this SOW.

Please find product table for Quote: Q-107125 at the end of this document.

# 3.1 Invoicing & Signatures

To ensure that your invoices are delivered to the correct location, we normally process your invoices after receipt of a purchase order. If your purchase order is not currently available we ask you to complete the following to provide us with the information we need to process your order correctly:

My company does not issue purchase orders

I have not received the final purchase order from my companies' purchasing department

The purchase order number for this SOW is

In the event your company issues purchase order, the purchase should be issued to SailPoint at <a href="mailto:orders@sailpoint.com">orders@sailpoint.com</a>. The purchase order should reference Quote #: Q-107125

Email address for invoice:

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date last below written:

University Medical Center of Southern Nevada	SailPoint Technologies, Inc.
Ву:	By: Signed by:  Ton Beck  DC280024B3294B7
Name:	Name: Tom Beck
Title:	Title: VP Operations
Date:	Date: Jun 12, 2025

SailPoint reserves the right not to accept the SOW if SailPoint does not receive a fully executed copy within 30 days of SailPoint signature.



 SailPoint Technologies, Inc.
 Quote #
 Q-107125

 11120 Four Points Dr, Suite 100
 Date:
 6/11/2025

 Austin, TX 78726-2118
 Expires On:
 7/31/2025

**Phone: (512) 346-2000** Payment Terms: Net 30

Bill To:

University Medical Center of Southern Nevada

1800 W. Charleston Boulevard, Las Vegas, Nevada 89102 United States Ship To:

University Medical Center of Southern

Nevada

1800 W. Charleston Boulevard, Las Vegas, Nevada 89102 United States

Time & Materials

I IIIIC & Materi	415			
Product	Description	Quantity	<b>Unit Price</b>	Extended
Code				Price
PS-CSS SAAS	SaaS Client Support Specialist -	160.00	200.00	32,000.00
HR	Hourly			
PS-PROJ LD	SaaS Project Lead - Hourly	50.00	200.00	10,000.00
SAAS HR				
PS-SOL	SaaS Solutions Architect -	90.00	200.00	18,000.00
ARCH SAAS	Hourly			
HR				
		Total USD		60,000.00

### **Time & Materials**

These Services will be completed on a Time & Materials basis. SailPoint will issue invoices on a monthly basis for services rendered or travel and expenses incurred in the previous month.

The work in this Quote or SOW may be performed jointly between SailPoint and one of our implementation partners. SailPoint resources work Monday through Friday from 9am to 5pm in their local time zone, excluding holidays.

SailPoint reserves the right to suspend delivery of the Services for failure to pay any undisputed amounts in accordance with the terms of the Agreement. Suspension of the Services shall not release payment obligations under this Quote or SOW

# 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 <u>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)</u> (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 Ty	pe (Please select	one)							
□ Solo	]Partnership	Limited Liability	1	Corporation	☐ Trust	☐ Trust ☐ Non-Profit ☐ Other ☐ Other			
Business Designation Group (Please select all that apply)									
□ МВЕ	□WBE	☐ SBE ☐ PBE		□ VET		OVET	☐ ESB		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Busines Enterprise	ss	Physically Cha Business Ente		Veteran Owned Business			Emerging Small Business
Number of Cla	ark County Ne	evada Residen	s E	mployed:					
Corporate/Busines	ss Entity Name:	SailPoint Tech	nolo	ogies, Inc.					
(Include d.b.a., if a	•								
Street Address:		11120 Four Poi	nts	Drive; Suite	100	Website: https://www.	sailp	oint.com	
City, State and Zip	Code:	Austin, TX 787	26-2	118		POC Name: Patrick Ph Email: patrick.phillips			
Telephone No:		+1 512 346 200	0			ax No:			
Nevada Local Stre	ot Addross:	N/A				Website: N/A			
(If different from a		N/A				Website. 1074			
City, State and Zip	•	N/A			L	Local Fax No: N/A			
		N/A	Loc		Local POC Name: N/A				
Local Telephone N	10:	N/A			E	Email: N/A			
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  (Not required for Publicly Traded Corporations/Non-profit organizations)									
N/A N/A					N/A	<u> </u>			
	•	y-traded corporation				•	_	No	
	ual members, partne r appointed/elected o		s, inv	olved in the busir	ness entity,	a University Medical Center	r of So	uthern Nevada full	-time
☐ Yes	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.)					` '			
						estic partner, child, parent, i full-time employee(s), or app			
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.  Signed by:									
Ton Beck Tom Beck									
<del>Sig</del> ମ୍ଭ <b>ଥ୍ୟନ୍ତ</b> 24B3294B7				Print Name					
VP, Operation	S			Jun 10, 202	25				
Title		-		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
OWNER/I KINGII AL	AND JOB TITEL	LIVIT LOTEL/OTTIOIAL	DEI AITTIMETT
N/A			
* UMC employee means an	employee of University Medica	Center of Southern Nevada	

"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
Drint Nama
Print Name Authorized Department Representative

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

<sup>&</sup>quot;Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Lease Agreement with AHP of Nevada, LLC	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #

### **Recommendation:**

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with AHP of Nevada, LLC for rentable space at 901 Rancho Lane, Las Vegas, Nevada 89106; or take action as deemed appropriate. (For possible action)

### **FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 30000739000 Funded Pgm/Grant: N/A

Description: Lease Agreement – 901 Rancho Lane (Delta Point)

Bid/RFP/CBE: N/A Term: 10 years

Amount: \$27,196,717.20 total monthly base rent; \$1,923,916 total adjustments

Out Clause: Budget Act and Fiscal Fund Out/Early Termination Fee

#### **BACKGROUND:**

This request is to approve a new Lease Agreement with AHP of Nevada, Inc. for approximately 74,310 rentable square feet at the Delta Point Office Complex located at 901 Rancho Drive, Las Vegas, Nevada 89106. UMC has leased space in this complex since around 2006 for various departments, including Transplant, Business Office, Ambulatory Services, Information Technology (IT), and Human Resources. Approving this lease will enable UMC to continue accommodating these functional units at this convenient location, directly across the street from UMC's main campus.

The Lease term is for ten (10) years effective on the Lease Commencement Date. UMC has a right of first offer to purchase should Landlord provide notice that the building is available for purchase.

UMC's Chief Operating Officer has reviewed and recommends approval of this Lease Agreement. This Lease Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda June 18, 2025

Agenda Item#

13

LEASE AGREEMENT

BY AND BETWEEN

AHP OF NEVADA, LLC ("LANDLORD")

**AND** 

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("TENANT")

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### **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the day of	
, 2025, by and between AHP of Nevada, LLC, a Delaware limited liability company, or its assig	ns
("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital creat	ed
pursuant to NRS Chapter 450 ("Tenant").	

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below ("Premises"); and

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Building," which real property is legally described in Exhibit "A".

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the Premises upon the following terms and conditions:

## 1 - BASIC LEASE TERMS

### 1.1 Basic Lease Provisions and Enumeration of Exhibits:

a.	<u>Date</u>	
		, 2025.

### b. Landlord

AHP of Nevada, LLC

c. Notice Address of Landlord

AHP of Nevada, Inc., 3000 Meridian Boulevard, Suite 200 Franklin, Tennessee 37067 Attention: Asset Manager

with a copy to:

Transwestern Management 3201 South Maryland Parkway, Suite 406 Las Vegas NV 89109 Attn: Property Manager

d. Tenant (including form of entity)

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

e. Notice Address of Tenant

**UMC** 

1800 W. Charleston Blvd

Las Vegas, NV 89102 Attn: Legal Department

# f. Tenant's Trade Name

University Medical Center; UMC; UMC Quick Care; UMC Primary Care

### g. <u>Leased Premises</u>

Approximately 74,310 rentable square feet in the Building, as identified on the Site Plan attached hereto as Exhibit "C", with a physical address of 901 Rancho Lane, Las Vegas, Nevada 89106.

# h. Lease Term

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date.

### i. Lease Commencement Date

The date Tenant may take possession of the Premises pursuant to Landlord's notice, as set forth in Section 3.1(a) below.

# j. Monthly Base Rent Commencement Date

The Lease Commencement Date pursuant to the provisions of Section 3.1(a) below.

### k. Landlord's Work Cost

Subject to the terms and conditions set forth in Section 3.2, Landlord shall be solely responsible for cost of Landlord's Work (defined in Section 3.2.a below) in an amount up to \$750,000.00 for work in updating, modifying, and improving the common areas of the Building and painting the exterior of the Building.

### 1. Monthly Base Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Base Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Base Rent payment schedule is as follows:

MONTH	RENT SQ/FT	MONTHLY BASE RENT
1-12	\$31.20	\$193,206.00
13-24	\$32.29	\$199,955.83
25-36	\$33.42	\$206,953.35
37-48	\$34.59	\$214,198.58
49-60	\$35.80	\$221,691.50
61-72	\$37.05	\$229,432.13
73-84	\$38.35	\$237,482.38
85-96	\$39.69	\$245,780.33
97-108	\$41.08	\$254,387.90
109-120	\$42.52	\$263,305.10

In addition to Monthly Base Rent, commencing as of the Monthly Base Rent Commencement Date, Tenant shall be responsible for the monthly payment of Tenant's Pro Rata Share of Excess Adjustments. "Tenant's Pro Rata Share of Excess Adjustments" shall mean the rentable area of the Premises divided by the rentable area of the Building on the last day of the calendar year for which the cost of all Adjustments (as defined below and set forth in Section 4.2) are determined. Except as provided expressly to the contrary

herein, the rentable area of the Building shall include all rentable area of all space leased or suitable for lease in the Building, which Landlord may reasonably re-determine from time to time, to reflect any reconfigurations, additions or modifications to the Building. If the Building, or any development of which it is a part, shall contain non-office uses, Landlord shall have the right to determine in accordance with sound accounting and management principles, Tenant's Pro Rata Share of Excess Adjustments for only the office portion of the Building or of such development, in which event, Tenant's Pro Rata Share of Excess Adjustments shall be based on the ratio of the rentable area of the Premises to the rentable area of such office portion. If the Building shall be part of or shall include a complex development or group of buildings or structures collectively owned, leased or managed by or on behalf of Landlord or any of its affiliates, Landlord may allocate among the buildings within the complex or group of buildings those categories of Adjustments which relate to any facilities which are for the common use or benefit of the complex or group of buildings, among such buildings in accordance with sound accounting and management principles. Such common use or benefit facilities shall include, but shall not necessarily be limited to, parking facilities and driveways, sidewalks, connecting bridges and corridors, lobbies, foyers and other public areas, maintained for the common benefit and use of buildings within the complex or group. The rentable area in the Premises as set forth in Section 1.1(1) of this Lease is hereby stipulated to be the rentable area of the Premises for all purposes under this Lease, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises and for actual occupancy; provided, however, in the event Landlord re-measures the Premises in accordance with commercially reasonable procedures and if the rentable area of the Premises is different than above stated, Landlord may give Tenant written notice of the change and the new number of square feet shall become the rentable area of the Premises for all purposes effective as of the date of such notice.

Notwithstanding anything herein to the contrary, Tenant's Proportionate Share of Excess Adjustments for each calendar year shall not exceed the following amounts:

CALENDAR YEAR	MAXIMUM AMOUNT OF TENANT'S PROPORTIONATE SHARE OF EXCESS ADJUSTMENTS
2025	\$0.00
2026	\$0.00
2027	\$47,588.00
2028	\$97,346.00
2029	\$149,363.00
2030	\$204,353.00
2031	\$262,314.00
2032	\$323,249.00
2033	\$386,412.00
2034	\$453,291.00

"Base Year" shall mean the calendar year of 2026. "Excess Adjustments" shall mean the excess, if any, of actual Adjustments for any calendar year within the Lease Term, subsequent to the Base Year, over the amount of actual Adjustments for the Base Year (hereinafter called "Base Adjustments").

The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Base Rent Commencement Date. Should the Monthly Base Rent Commencement occur on a date other than the first day of a calendar month, then the first Lease Year shall consist of the partial month during which such Commencement Date occurred, together with the next succeeding twelve (12) calendar months. Tenant shall pay its first month's Monthly Base Rent upon execution of this Lease.

### m. Intentionally omitted

### n. Permitted Uses

Tenant shall use the Premises primarily as a UMC Care Facility (medical and administrative offices) and subject to all applicable laws and the restrictions set forth in the CC&R's.

### o. Exclusive Use

Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Building (except the Premises hereby demised) as the same may now exist or as now being reconstructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which provides, promotes, sells or displays health care, medical care, chiropractor care, physical therapy, or home health care. Notwithstanding anything in this Lease to the contrary, Landlord shall not knowingly lease any vacant portion of the Building for use as a medical office without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

### p. Security Deposit

None.

### q. Guarantor

None.

### r. Address of Guarantor.

N/A.

### s. Tenant's Broker

None.

Landlord's Broker

Avison & Young.

### t. Tenant's Minimum Operating Hours

As determined by Tenant, not to exceed the "normal business hours" (as such term is defined in Section 6.3(b) of this Lease) of the Building.

### u. Signage

Subject to Landlord's prior written consent, Tenant shall place a building sign on the front building façade at Tenant's sole expense. Landlord has approved an image of the Tenant's proposed building sign which is attached hereto as Exhibit "E-1." Any lit signs must, in addition to meeting any other requirements imposed by Landlord, comply with Landlord's sustainability plan regarding light pollution, intensity, and hours of operation. Landlord reserves the right to affix, install, and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises, including without limitation the right to display any ENERGY STAR or other third-party sustainability certification plaques the Building may have from time to time. Notwithstanding anything to the contrary set forth herein, any signage installed by Tenant shall be in compliance with applicable law.

### v. Tenant's Budgetary Limits and Fiscal Fund Out.

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions, and shall limit Tenant's financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations

under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the "Fund Out Clause").

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate upon no less than ninety (90) days written notice to Landlord and Tenant's liability and payment obligations, except for the Termination Fee (as defined below), hereunder shall be extinguished at the end of the fiscal year (June 30) in which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due. Simultaneously with Tenant's notice to Landlord to terminate this Lease, Tenant shall pay a termination fee equal to (i) the total of any unamortized broker's commissions or fees, plus imputed interest on such broker's commission fees at the rate of ten percent (10%) (or if lower, the maximum rate allowed under applicable law) plus (ii) any unamortized tenant improvement costs incurred in connection with Tenant's occupancy or anticipated occupancy of the Premises, plus imputed interest on such tenant improvement costs at the rate of ten percent (10%) (or if lower, the maximum rate allowed under applicable law), as consideration for such termination (collectively, the "Termination Fee"). For the avoidance of doubt, the Termination Fee for each month of Term is outlined on Exhibit E, attached hereto and incorporated herein by this reference.

## w. Parking

At no additional cost to Tenant, Landlord shall provide Tenant with two hundred forty-six (246) total parking spaces, which shall include parking spaces located on both the surface parking lot and within the parking garage adjacent to the Premises. Parking in such areas shall be at Tenant's own risk. Landlord reserves the right to change the number and location of such parking spaces from time to time, as well as the price rate. Parking spaces may be temporarily unavailable from time to time due to repairs, maintenance, improvements, or other causes. Landlord shall not be liable for and Tenant shall not be entitled to any remedy based on parking use, changes, incidents, or unavailability.

### 1.2 Significance of Basic Lease Provisions:

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision; provided, that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

### 1.3 Enumeration of Exhibits:

The exhibits enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated in any and all such Exhibits:

Exhibit A	Legal Description of Real Property
Exhibit B	Rules and Regulations
E 133 C	C' DI

Exhibit C Site Plan

Exhibit D Tenant Estoppel Letter
Exhibit E Termination Fee

### 2 - PREMISES

# 2.1 **Building:**

The Building and Premises are depicted on the Site Plan attached hereto as "Exhibit C." Tenant shall only have such rights in and to the Building as are specifically set forth herein. The Premises shall not be relocated nor shall Tenant be subject during the term of the Lease to a relocation to any building or structure other than the Premises.

#### 2.2 Premises and Demise:

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted on the Site Plan. The Premises are also depicted in the Site Plan attached hereto and made a part hereof as Exhibit "C."

### 2.3 Reserved to Landlord:

Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for set-off or abatement of Rent (as defined below): (i) to use the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building; (ii) to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises; (iii) to change the Building's name or street address; (iv) to install, affix and maintain all signs on the exterior and interior of the Building; (v) to designate and approve, prior to installation, all types of window shades, blinds, drapes, awning, window ventilators and other similar equipment and to control all internal lighting that may be visible from the exterior of the Building; (vi) to retain at all times and to use only in appropriate instances, keys to all doors within and into the Premises (no locks or bolts shall be altered, changed, or added without the prior written consent of Landlord); and (viii) to decorate or make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises and during the continuance of said work to temporarily close doors, entryways, public spaces and corridors in the Building, and to interrupt or temporarily suspend Building services and facilities, provided, however, that Landlord shall use reasonable efforts to minimize any interruption or interference with Tenant's use or occupancy of the Premises when performing such work.

#### 2.4 Exclusive Use:

Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Building (except the Premises hereby demised) as the same may now exist or as now being reconstructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which would violate Tenant's exclusive use under Section 1.1(o).

### 3 - TERM-LANDLORD AND TENANT'S WORK

### 3.1 Lease Term:

### a. Lease Commencement Date and Monthly Base Rent Commencement Date.

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Base Rent Commencement Date shall commence upon the Lease Commencement Date set

forth in Section 1.1(i). The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term; provided that, Tenant's rental obligations and all other monetary obligations under this Lease shall commence as of the date set forth in Section 1.1(j) ("Monthly Base Rent Commencement Date").

### b. Intentionally omitted.

# 3.2 Construction of Improvements; Acceptance of Premises:

### a. Landlord's Work

Landlord shall provide Tenant with an improvement allowance in an amount up to \$1,850,000.00 (the "Improvement Allowance") for work in updating, modifying, improving and preparing the Building and Premises for Tenant's use ("Landlord's Work"), of which \$1,100,000.00 shall be allocated to improve the Premises and \$750,000.00 shall be allocated to improve the common areas and exterior of the Building. A portion of the Improvement Allowance may be used for design fees and shall include a construction management fees in the amount of five percent (5%) due to Landlord's construction manager, at Landlord's discretion. Landlord and Tenant shall use good faith efforts to mutually agree upon the plans and specification for the Landlord's Work (the "Plans and Specifications"), and the Improvement Allowance shall be disbursed by the Landlord in accordance with Landlord's requirements and Plans and Specifications and in accordance with adequate documentation supporting Landlord's Work expenditures. The Improvement Allowance shall be used solely for the costs of Leasehold Improvements, and no portion of the Improvement Allowance shall be used for furniture, personal property, working capital or any other purposes. Any unused or unallocated portion of the Improvement Allowance shall cease to be available on May 18, 2027 (the "Improvement Expiration Date"). Tenant agrees that unless Landlord otherwise agrees in writing, Landlord shall not be obligated to furnish or provide any work or improvements requested by Tenant after the Improvement Expiration Date. Furthermore, unless Landlord otherwise agrees in writing, no portion of the Improvement Allowance shall be available for paying the costs of any additional work or improvements incurred after the Improvement Expiration Date except for any work that remains to be completed as itemized on a punch list. Items constituting "Leasehold Improvements" shall be determined by Landlord and may include, but shall not be limited to, the Common Areas, the exterior walls, all interior demising walls, flooring, electrical materials and equipment, mechanical, plumbing and life-safety equipment in the Premises and/or the Building. Tenant shall cooperate with Landlord in developing architectural and other drawings and plans for Landlord's Work prior to construction, but all Landlord's Work shall be designed, performed and/or constructed by architects, engineers, contractors and/or other appropriate persons or entities chosen, hired, engaged or employed by Landlord. All Leasehold Improvements shall be property of Landlord and may not be altered or removed by Tenant without Landlord's consent. The Leasehold Improvements are not unique to Tenant and will have significant residual value to Landlord at the end of the Lease. Accordingly, Landlord may require Tenant to compensate Landlord for lost utility of the Leasehold Improvements as a condition to such consent. Any dispute with respect to Landlord's Work shall be conclusively resolved by an architect chosen by Landlord to Landlord's satisfaction.

Any costs and expenses of the Landlord's Work that exceed or are not covered by the Improvement Allowance ("Excess Costs") shall be the sole responsibility of and shall be paid by Tenant at the time such Excess Costs are identified and upon demand by Landlord. If Excess Costs are identified prior to actually being incurred, Landlord may require Tenant to pay to Landlord an amount equal to such Excess Costs in advance of being incurred. Landlord shall have no obligation to make any disbursements of the Improvement Allowance until it has received such Excess Costs sums. Landlord may apply all Excess Costs amounts received from Tenant to and for any purpose, including elements of the Landlord's Work which is not specifically associated with the Excess Costs sums delivered. If Tenant fails to pay Landlord

any Excess Costs within ten (10) days of Landlord's request for same, Tenant shall be in material breach of the Lease and Landlord may, among all other remedies available at law or in equity, elect to cancel this Lease by giving Tenant written notice of same.

Throughout the process of preparing the plans for the Landlord's Work and obtaining any necessary governmental permits and approvals, each party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the plans required by any governmental or quasi-governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Landlord's Work on the part of the Premises affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local codes requirements. If the cost of Tenant's substitutions causes the cost of the Landlord's Work to exceed the Improvement Allowance, the Tenant shall be responsible for such difference in cost as part of the Excess Costs. Any change orders or extras requested by Tenant and not included in Landlord's original plans must be agreed to by Landlord in writing. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord as Excess Costs for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable.

Tenant shall not interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph.

Tenant acknowledges and agrees that completion of the Landlord's Work may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of the Landlord's Work, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease.

Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of the Premises may differ at the Lease Commencement Date from the square footage set forth elsewhere in this Lease. In the event of such a difference, Tenant agrees that the square footage of the Premises shall be deemed for all purposes, including but not limited to the determination of the total amount of the applicable Rent and Improvement Allowance, to be the actual square footage of the Premises as of the Lease Commencement Date, subject to remeasurement by Landlord from time to time in accordance with this Lease.

Notwithstanding anything in this Lease to the contrary and subject to the terms and conditions set forth in this Section 3.2(b), Tenant shall have the option to increase the Improvement Allowance by an additional \$1,000,000.00 (the "Additional Improvement Allowance") (for a total Improvement Allowance not to exceed \$2,100,000.00 in the aggregate), provided that: (i) in the event Tenant utilizes any portion of the Additional Improvement Allowance, Monthly Base Rent for the Premises shall increase by \$0.025 per rentable square foot of the Premises per year for each \$10,000.00 of the Additional Improvement Allowance

utilized by Tenant (the "TIA Rent Adjustment"); and (ii) the Additional Improvement Allowance shall be utilized by the Improvement Expiration Date.

# 4 - <u>RENT</u>

# 4.1 Monthly Base Rent:

### a. Monthly Base Rent

Tenant shall pay to Landlord, without notice, demand, setoff or deduction and all such installments shall be paid to Landlord or its managing agent in U.S. Dollars, a fixed monthly base rent as set forth in Section 1.1(1) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the first (1st) day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month. In no event shall Tenant have the right to withhold any Rent for any length of time regardless of whether any dispute exists relating to this Lease, the Premises, the Building or Tenant's occupancy of the Premises or the Building, except where otherwise explicitly set forth in this Lease.

# b. Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of Rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

### c. Additional Rent.

In addition to Monthly Base Rent, Tenant shall pay Landlord "Additional Rent", which term shall include the following: (i) Tenant's Pro Rata Share of Excess Adjustments, which amount shall not exceed the applicable limit as set forth in Section 1.1(1) of this Lease; and (ii) any other sums owed by Tenant pursuant to this Lease or otherwise arising in connection with Tenant's occupancy of the Premises.

Base Rent and Additional Rent shall hereinafter be collectively referred to as "Rent".

### 4.2 Adjustments:

### a. Taxes, Fees and Insurance

(1) Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(1), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, Tenant's Pro Rata Share of all taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, flood insurance, and any other insurance and endorsements that Landlord or Landlord's lender or Clark County deems necessary for the Building.

(2) The terms "fees" and "taxes" shall include all real estate, personal property and other ad valorem taxes and assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Building and/or improvements now or hereafter in place at the Building or that provide

the Building with parking or other services and/or which are payable during or with respect to the Lease Term; including all costs associated with the appeal of any assessment on taxes.

# b. Common Area Maintenance and Charges

- (1) The term "Common Areas" is defined in Section 12.2 hereof.
- The term "Common Area Maintenance Charge" is hereby defined to mean the total of all costs and expenses incurred in managing, operating, equipping, lighting, repairing, replacing and maintaining the on-site and off-site Common Areas of the Building. Such costs shall include, without limitation, all costs and expenses for: materials, supplies, repairs, maintenance, painting, relocation of facilities, resurfacing of paving, lighting, cleaning, sweeping, painting, striping, compliance with laws, ordinances and codes, removing of rubbish or debris, policing and inspecting, providing janitorial, private police protection, security patrol, or night watchmen (including, but not limited to uniforms), fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), comprehensive liability, property damage, vandalism, malicious mischief, flood and/or earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord, fidelity bonds, taxes, including all taxes and assessments whether general or special and all improvement district assessments whether public or private (provided, however, that any such taxes for which the Premises is separately assessed and which Tenant is paying directly or paying separately to Landlord shall be excluded), personal property taxes, and all costs of maintenance and/or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, including landscaping areas outside the Building, in the vicinity thereof, that Landlord is permitted or required to maintain for the enhancement of the overall aesthetics and functioning of the Building, drainage and storm drain facilities, lighting facilities, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, the cost of servicing and maintaining any sprinkler system, all in-line building roof repairs and maintenance including but not limited to patching, resurfacing and preventative maintenance, and painting or renovation of the exterior portion of all or any part of the in-line buildings.

Proportionate Share of Excess Adjustments outlined in Section 1.1(1), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord monthly Tenant's Pro Rata Share of the Common Area Maintenance Charge for each calendar month. The amount of the monthly Common Area Maintenance Charge shall be equal to Tenant's Pro Rata Share of Common Area Maintenance Charge as set forth in Section 4.2(c) below, multiplied by the operating cost budget or statement of anticipated monthly Adjustments pursuant to Section 4.2(e) below. Tenant's obligation to pay its Pro Rata Share of the Common Area Maintenance Charge is not conditioned on any other tenant's obligation to pay the charge.

### c. Definition of Tenant's Pro Rata Share

"Tenant's Pro Rata Share" shall be a fraction, the numerator of which is the gross rentable area of the Premises and the denominator of which is the gross rentable floor area of the buildings constructed in the Building from time to time. Gross rentable floor area does not include patios, overhangs, drive-throughs, garden centers and outdoor sales areas. Provided, however, that if any tenants in said buildings have obtained written approval from Landlord to pay their taxes directly to any taxing authority, or to carry their own insurance, or to maintain part of the Common Area at their own expense, their rentable leasable square footage shall not be deemed a part of the floor area for the purposes of pro rating said taxes, or said insurance, or said Common Area Maintenance Adjustments, as applicable.

### d. Definition of Adjustments

For the purposes of this Lease, the term "Adjustments" shall collectively include the Utility Charge (as hereinafter defined), taxes, assessments, insurance, Common Area Maintenance Charges, and

all other costs and expenses to be paid pursuant to this Section 4. Tenant's Pro Rata Share of Excess Adjustments shall be considered Additional Rent and shall be paid at the time and in the manner set forth below and shall not exceed those amounts set forth elsewhere in this Lease.

## e. Statement of Adjustments

Before the beginning of each calendar year during the Lease Term, Landlord may furnish Tenant with a statement of Landlord's estimate of at the Notice Address set forth in Section 1.1(c) a statement of the anticipated monthly Excess Adjustments and other charges for such calendar year, if any, as determined by Landlord for the period between the Commencement Date and the following January, and Tenant shall pay the same and all subsequent monthly payments concurrently with the payment of Monthly Base Rent or if no Monthly Base Rent is due, such Excess Adjustments shall be due and payable on or before the first day of each month, in advance without demand, adjustment or offset. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay each month one-twelfth (1/12th) of Tenant's Pro Rata Share of Excess Adjustments for the prior year, if any, until such statement is received. If Landlord furnishes Tenant such a statement, to the extent the new estimate is greater than or less than the estimates paid to date for such calendar year, a lump sum payment or credit shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall thereafter pay each month one-twelfth (1/12th) of Tenant's Pro Rata Share of Excess Adjustments as set forth in the new estimate. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Building actually incurred for the prior calendar year and Tenant's Pro Rata Share thereof. The first and last such statements during the Lease Term shall be prorated for the partial years occurring at the beginning and at the conclusion of the Lease Term. In the event the total of the monthly payments which Tenant has made for the prior calendar year or partial calendar year shall be less than Tenant's actual Pro Rata Share of such Excess Adjustments and other charges, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord.

## 5 - <u>USE</u>

### 5.1 **Permitted Uses:**

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in Section 1.1(o) above, without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

### 5.2 Compliance with Laws:

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

### 6 - UTILITIES

# 6.1 **Tenant's Obligation:**

Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), in addition to the Monthly Base Rent provided in 4.1(a), and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord, in monthly

installments, Tenant's Pro Rata Share of the Utility Charge. The "Utility Charge" is defined as all charges for water, gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires. Landlord reserves the privilege of stopping any or all utility services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements. Landlord shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of (a) strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements; (b) the failure of any corporation, firm or person with whom the Landlord may contract for any such service, or for any service incident thereto, to furnish any such service; (c) the making of any alterations, repairs or improvements as described in the preceding sentence; (d) any act or omission of Tenant; or (e) any other cause other than the gross negligence of the Landlord; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve Tenant from the performance of any of the obligations imposed upon Tenant by this Lease, including its obligation to pay Rent. Notwithstanding the foregoing, Landlord agrees that if there is an interruption within Landlord's reasonable control (other than an interruption resulting from a fire or other casualty) of the services which Landlord is to provide that renders the Premises untenantable and continues for a period of five (5) or more consecutive business days after Landlord receives notice from Tenant (an "Unauthorized Interruption"), Tenant's Rent will abate commencing at the end of said 5-business-day period until the Premises are tenantable. Further, Landlord and Tenant agree that if an Unauthorized Interruption occurs solely from Landlord's gross negligence or willful misconduct, Tenant shall immediately notify Landlord of such Unauthorized Interruption in accordance with the requirements of this Lease; if Landlord has not remedied the Unauthorized Interruption within one (1) business day after receipt of the aforementioned notice, then until such remedies are completed. Tenant's Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant due to the Unauthorized Interruption commencing at the end of said 1-business day period until the Premises are tenantable. If Tenant continues to use any part of the Premises to conduct its business, the Rent will only abate for the untenantable part not used. Tenant shall be solely responsible for and shall promptly pay all charges for telephone, computer, broadcast, and other communication or information services. Landlord shall not be responsible for the failure of any equipment or machinery to function properly on account of any interruption of such services. Tenant shall be solely responsible for and shall promptly pay all charges for telephone, computer, broadcast, and other communication or information services. If, during the Lease Term, Landlord or Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then, except to the extent arising in connection with the willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant, Landlord shall promptly pay all of the costs and expenses of such compliance incurred (including the cost of new equipment and alteration of the Premises to accommodate the same) if the equipment or system converted or replaced serves only the Premises.

# 6.2 Landlord's Warranties and Representations:

- a. To Landlord's actual knowledge, without investigation or inquiry, Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, heat, electricity, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant.
- b. Landlord is aware of Tenant's planned use and operations in the Premises and to Landlord's actual knowledge, without investigation or inquiry, Landlord is not aware of any restrictions that would materially interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind.

c. To Landlord's actual knowledge, without investigation or inquiry, Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

#### 6.3 **Landlord's Obligations**:

Landlord will provide all of the following utilities and services:

- (a) Electricity and water for the Premises, as reasonably necessary for the uses permitted under this Lease, except to the extent those utilities are separately metered or submetered to the Premises;
- (b) Heat and air-conditioning as reasonably necessary for Tenant's comfortable use and occupancy of the Premises during normal business hours. The term "normal business hours" shall mean the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday, excluding legal holidays;
- (c) Unless the Premises are equipped with a water heater, hot water at those points of supply provided for the general use of Tenant and other tenants of the Building;
- (d) General janitorial and cleaning services for the Premises and Common Areas, five (5) days per week, Monday through Friday, excluding legal holidays;
  - (e) Building-standard light bulb replacement in the Premises and Common Areas;
  - (f) Elevator service during normal business hours, if the Building is equipped with elevator(s);
- (g) Exterior window cleaning, cleaning and snow and ice removal services for the parking areas and walk ways serving the Building, to the extent deemed necessary in Landlord's reasonable judgment; and
- (h) Normal maintenance and servicing of toilets, sinks and faucets located within the Premises; provided that Landlord shall not be responsible for any repair, maintenance or servicing required on account of misuse of any of the foregoing or the disposal of foreign materials or substances not intended to be disposed in toilets or sinks, all of which shall be the sole responsibility of Tenant.

#### 7 - LICENSES AND TAXES

#### 7.1 **Tenant's Obligation:**

Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments or otherwise charged or assessed based on Tenant's occupancy of the Premises or with respect to the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Base Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for taxes.

#### 8 - <u>ALTERATIONS</u>

# 8.1 Alterations by Tenant:

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate. Subject to the remainder of this paragraph, all alterations, improvements, and additions to the Premises (as permitted by Landlord) shall be done only by Landlord or contractors or mechanics approved by Landlord, and shall be at Tenant's sole expense and at such times and in such manner as Landlord may approve. If Tenant shall make any alterations, improvements or additions to the Premises, Landlord may require Tenant, at the expiration of this Lease, to restore the Premises to substantially the same condition as existed at the commencement of the Lease Term. If Tenant fails to restore the Premises to Landlord's reasonable satisfaction, Landlord shall have the right to do so on Tenant's behalf and such costs incurred by Landlord shall be due from Tenant within thirty (30) days after Landlord's demand. Any mechanic's or materialman's lien which has been filed against the Premises or the Building arising out of work done for, or materials furnished to or on behalf of Tenant, its contractors or subcontractors shall be discharged, bonded over, or otherwise satisfied by Tenant within thirty (30) days after Tenant is notified of the lien. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, Landlord may do so at Tenant's expense, and the amount expended by Landlord, including reasonable attorneys' fees, shall be paid by Tenant within thirty (30) days following Tenant's receipt of a bill from Landlord.

In addition to any other requirements set forth in this Lease, in the event that Tenant makes any alterations affecting the Premises, prior to the commencement of such alterations, Tenant shall provide Landlord with evidence that Tenant carries Builder's All Risk insurance in an amount approved by Landlord covering the construction of such alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such alterations shall be insured by Tenant immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry (i) Commercial General Liability Insurance in an amount approved by Landlord, with Landlord, and, at Landlord's option, Landlord's property manager and project manager, as additional insureds in an amount approved by Landlord, and otherwise in accordance with the requirements of this Lease, and (ii) workers compensation insurance with a waiver of subrogation in favor of Landlord. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such alterations and naming Landlord as a co-obligee.

# 8.2 Required Alterations:

In the event that either Landlord or Tenant, during the Lease Term, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense, which expense shall be passed through as an Adjustment.

# 9 - MAINTENANCE OF PREMISES

#### 9.1 Maintenance and Repair by Tenant:

Tenant shall maintain the Premises in good repair and condition and shall make all repairs and replacements and perform all maintenance necessary to keep the Premises in such condition, except to the extent such maintenance, repairs and replacements are to be provided by Landlord pursuant to Section 9.3.

All maintenance and repairs made by Tenant must comply with Landlord's sustainability practices, including any sustainability standards adopted for the Building (provided Tenant is given notice of same), as the same may change from time to time. In addition, Tenant shall promptly repair, in a good and workmanlike manner, any damage to the Premises or other part of the Building caused by any breach of this Lease to maintain the Premises, any misuse of the Premises or any part thereof, or any willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant. If Tenant fails to do so, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs, plus, if Tenant does not pay such cost within thirty (30) days of the date the repairs were made, interest at the Interest Rate (as defined in Section 22.20).

#### 9.2 Failure to Maintain:

If Tenant fails to keep and preserve the Premises as set forth above, Landlord may at its option, and upon reasonable advanced notice to Tenant, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall pay the entire cost thereof as Additional Rent within thirty (30) days of Landlord's written demand. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

# 9.3 **Repairs by Landlord:**

Landlord shall be responsible for keeping all lighting, heating and plumbing fixtures, sewer connections and any air conditioning system in good order, condition and repair (including damage from burglary or attempted burglary of the Premises). The costs of any such repairs or maintenance shall be paid by Landlord, which expense shall be passed through as an Adjustment. Landlord will contract for preventive maintenance checks, filter changes, repairs, replacement and service of the HVAC system serving the Premises, and pay for such maintenance, which expense shall be passed through as an Adjustment. Landlord shall keep the exterior walls, exterior doors and entrances, all windows, foundations, and structural portions of the Building in which the Premises are located in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant and said repairs shall be at the sole cost of Landlord. Landlord shall replace the roof when Landlord determines in its sole discretion that such replacement is necessary, which expense shall be passed through as an Adjustment. Landlord shall, also, paint the exterior portion of the Premises as is needed, which expense shall be passed through as an Adjustment. Tenant shall immediately inform Landlord of any necessary repairs and (except in emergencies) Tenant shall make none of such repairs without Landlord's prior written consent. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Rent due and payable hereunder shall be equitably abated during any period in which there is a material interference with the operation of Tenant's business in the Premises requiring Tenant to cease operations for more than five (5) business days. Notwithstanding the foregoing, if there is a material interference with the operation of Tenant's business in the Premises occurring solely from Landlord's gross negligence or willful misconduct and requiring Tenant to cease operations for more than one (1) business day, Tenant shall immediately notify Landlord of such material interference in accordance with the requirements of this Lease; if Landlord has not remedied the material interference within one (1) business day after receipt of the aforementioned notice, then until such remedies are completed, Tenant's Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant due to the material interference commencing at the end of said 1-business day period until the Premises are tenantable. Notwithstanding the above, Landlord will use reasonable efforts to minimize interference or damage to Tenant, provided that: (i) such interference does not arise as a result of an act or omission of Tenant, its employees, agents, contractors or invitees; (ii) Tenant is unable to conduct its normal business operations in all or any material portion of the Premises as a result of such Landlord failure to repair; and (iii) Tenant does not receive insurance proceeds for offset or reimbursement of Rent as a result of such cessation.

#### 10 - <u>LIENS AND ENCUMBRANCES</u>

#### 10.1 **Liens:**

Tenant shall keep the Premises and the Building in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant or at the request of Tenant.

#### 10.2 Encumbrances:

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is a part, the Building or any part thereof, any mortgage, deed of trust, security agreement, financing statement or other encumbrance.

# 11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

#### 11.1 Assignment, Mortgaging, or Sublease:

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. The consent by Landlord to any assignment or subletting shall not be construed as relieving Tenant from obtaining the express prior written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued. Should Landlord permit any assignment or subletting by Tenant and should the moneys received as a result of such assignment or subletting (when compared to the moneys still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the parties' intention that Landlord, and not Tenant, shall be the party to receive any profit from any assignment or subletting. In the event of any assignment or subletting approved by Landlord, the assignee or sublessee shall assume all of Tenant's obligations under this Lease and shall be bound to comply with all the terms and provisions of this Lease and Tenant and such assignee or sublessee shall be jointly and severally liable for the performance of Tenant's covenants under this Lease.

#### 12 - COMMON AREAS

#### 12.1 **Tenant's Rights:**

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of the Rules and Regulations (as defined below) and any recorded easements, covenants, conditions and restrictions or other matters with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Building or any part thereof.

# 12.2 Control of Common Areas by Landlord:

Landlord shall at all times have the exclusive control and management of the Common Areas of the Building. For the purposes of this Lease, "Common Areas" or "Common Area" shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, package pick-up stations, pedestrian malls, courts, walkways, trails, parks, sidewalks and ramps, landscaped areas, exterior stairways, the roofs and exteriors of in-line buildings, and

other areas, improvements, facilities and special services as from time-to-time established, configured and/or modified by Landlord for the general use, in common, of tenants of the Building, and their officers, agents, employees and invitees.

#### 12.3 Rules and Regulations:

Tenant shall observe and faithfully comply strictly with the rules and regulations set forth on Exhibit "B" attached to this Lease (the "Rules and Regulations") and made a part hereof and such other rules and regulations that Landlord may from time to time promulgate and/or modify. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any other tenants or occupants or for the breach of any covenant or condition in any lease by any other tenant in the Building, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises. By the signing of this Lease, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

# 13 - INSURANCE AND INDEMNITY

#### 13.1 **Indemnification:**

- Landlord's Indemnity. Except as expressly provided in Section 2.3 of this Lease, Landlord, its assigns and successors in interest, agrees to indemnify and hold harmless Tenant, its employees, officers and agents (collectively, "Tenant Party") from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, arising from: any accident or occurrence occurring within the Building (except the Premises) or the Common Areas and facilities, arising out of the negligence or willful misconduct of Landlord, or of Landlord's agents, employees, contractors or invitees. Landlord shall and hereby does further indemnify and hold each Tenant Party harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any such claim, action or proceeding is brought against a Tenant Party, Landlord, upon notice from Tenant, shall defend same at Landlord's expense by counsel reasonably satisfactory to the affected Tenant Party.
- Tenant's Indemnity. Except as expressly provided in Section 2.3 of this Lease and as may (b) be prohibited or limited by applicable law, Tenant shall indemnify and hold Landlord and its affiliates, successors, assigns, agents, contractors, and other representatives (each, a "Landlord Party") harmless from and against any and all claims, losses, costs, damages, liabilities, and expenses arising from: (a) any occurrence, accident or injury within the Premises; (b) Tenant's or Tenant's employees, agents, contractors, subtenants or licensee's use or occupancy of the Premises or the conduct or manner of Tenant's business or profession (including, but not limited to, any claims losses, costs, damages, liabilities, or expenses arising from or related to Tenant's leased or owned equipment or other property located in, on, or about the Premises or the Building); (c) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees; or (d) Tenant's breach of or default under this Lease. Except as may be prohibited or limited by applicable law, Tenant shall further indemnify and hold each Landlord Party harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against a Landlord Party by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to the affected Landlord Party. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges and immunities of Tenant pursuant to the Nevada Revised Statutes §§ 41.031 through 41.0337, as the same my be amended from time to time. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. No Landlord Party shall be liable to any person or entity for any injury to person or damage to property actually

or allegedly caused by any act, omission, or neglect of a Tenant Party or an invitee or licensee of Tenant or by Tenant's breach of this Lease.

#### 13.2 Insurance:

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant, provided that the same does not thereby decrease the insurance coverage or limits as set forth herein:

- (a) Comprehensive general public liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Landlord its property manager and such other parties as Landlord, may reasonably require, as additional insureds using form CG 20 11 01 96 or its equivalent with such coverage being primary and non-contributory to any such insurance maintained by such additional insured parties;
- (b) Property insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of property insurance; and
  - (c) Workers' compensation insurance to the extent required under applicable law.

# 14 - EMINENT DOMAIN

If the Building, the Premises or a material part of either shall be taken by any authorized entity by eminent domain or by negotiated purchase under threat thereof, so that the Premises shall become totally untenantable, this Lease shall terminate as of the earlier of the date when title or possession thereof is acquired or taken by the condemning authority and all rights of Tenant in this Lease shall immediately cease and terminate. If a part of the Building or a portion of the Premises shall be taken such that the Premises becomes only partially untenantable, Base Rent shall be proportionately abated. All compensation awarded for any taking (or the proceeds of negotiated sale under threat thereof) whether for the whole or a part of the Building or the Premises, shall be the property of Landlord, whether such proceeds or award is compensation for loss or damage to Landlord's or Tenant's property or their respective interests in the Premises, the Tenant hereby assigns all of its interest in any such award to Landlord. However, nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award expressly made to Tenant for: (a) the taking of personal property and fixtures belonging to Tenant; (b) the interruption of or damage to Tenant's business or profession; (c) the cost of relocation expenses incurred by Tenant; and (d) Tenant's unamortized cost of leasehold improvements; provided that the making of any such award to Tenant shall not reduce or diminish Landlord's award relating to such condemnation. Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of said agreement or stipulation.

#### 15 - DEFAULT BY TENANT

#### 15.1 **Default by Tenant:**

a. Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of Rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after thirty (30) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or abandoned, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or (5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease, or (6) a violation of the terms of Section 5, Section 11, Section 20, or Section 22.11 of this Lease, or (7) a failure to provide any declaration, document or instrument required pursuant to this Lease within the time period set forth in such Section, or (8) the making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

#### b. Landlord Rights and Remedies

In the event an event of default occurs on the part of Tenant as set forth in Section 15.1(a) ("Event of Default"), Landlord may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Lease:

- Upon the occurrence of an event of default on Tenant's part as set forth in Section 15.1(a), Landlord may continue this Lease in full force and effect and shall have the right to collect Rent when due, and Landlord may re-enter the Premises with or without legal process and relet them, or any part of them, to third parties for Tenant's account, and Tenant hereby expressly waives any and all claims for damages by reason of such re-entry, as well as any and all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Landlord may employ to recover said rents. Landlord shall be responsible for mitigation of damages due Landlord for violation of this Lease to the full extent that Landlord is required to mitigate damages under the then current law of the State where the Building is located. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, attorneys' fees and costs and like costs. Reletting can be for a period shorter or longer than the remaining Lease Term, and in no event shall Landlord be under any obligation to relet the Premises. On the dates such rent is due, Tenant shall pay to Landlord a sum equal to the Rent due under this Lease, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate the Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate the Lease.
- (ii) At any time after the occurrence of an event of default by Tenant as described in Section 15.1(a), Landlord may terminate Tenant's right to possess the Premises without terminating the Lease. Upon termination of Tenant's right to possess, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 22.20); and the amount of Rent that would

have been due for the remainder of the Lease Term if the Tenant's possession of the Premises continued until the expiration of the Lease Term.

- (iii) At any time after the occurrence of an event of default by Tenant as described in Section 15.1(a), Landlord may terminate this Lease. Upon termination, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate; and the amount of Rent that would have been due for the remainder of the Lease Term if the Lease had continued until the expiration of the Lease Term.
- (iv) As allowable under Nevada law, in the event Landlord engages third parties to collect amounts owed by Tenant or to cure any non-monetary defaults by Tenant, any and all fees charged by such third parties, including, but not limited to, attorneys' fees, collection agency fees, court or legal costs and other expenses incurred shall be due and payable by Tenant to Landlord.

Should any of the remedies set forth in this Section 15.1(b) not be permitted by the laws of the state in which the Building is located, then such remedy shall be considered deleted and unenforceable, and the remaining remedies shall remain in full force and effect. Landlord may avail itself of these as well as any other remedies or damages allowed by law, including, but not limited to, a statutory landlord's lien on personal property in the Premises where applicable and available. All rights, options and remedies of Landlord provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another. Notwithstanding anything in the Lease to the contrary, to the extent required by applicable law, Landlord shall use commercially reasonable efforts to mitigate damages incurred by Tenant's default.

#### 16 - DEFAULT BY LANDLORD

#### 16.1 **Default by Landlord:**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises and/or Building whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, Tenant may, as its sole remedy for such default, bring an action for specific performance, damages, or both.

#### 17 - DAMAGE OR DESTRUCTION

Excepting Tenant's indemnity obligations under this Lease, if the Premises are damaged by fire or other casualty (collectively "Casualty"), the damage shall be repaired by and at the expense of Landlord, unless such damage arises from circumstances addressed in Section 13.1(b), provided such repairs can, in Landlord's opinion, be made within one hundred eighty (180) days after the occurrence of such Casualty without the payment of overtime or other premiums. If such repairs cannot, in Landlord's opinion, be made

within one hundred eighty (180) days, Landlord may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect. Landlord's election to make such repairs must be evidenced by written notice to Tenant within sixty (60) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within one hundred eighty (180) days, then either party may, by written notice to the other, cancel this Lease as of the date of the Casualty. In the event Landlord makes such repairs, then until such repairs are completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of Tenant's practice of medicine. However, there shall be no abatement of Rent if the Casualty is due to the negligent acts or omissions of Tenant or Tenant's employees, contractors or invitees. A total destruction of the Building in which the Premises are located shall automatically terminate this Lease. Notwithstanding anything herein to the contrary, in no event shall Landlord be required to rebuild, repair or replace any part of partitions, fixtures, additions and other improvements which may have been placed in or about the Premises. If this Lease is not terminated pursuant hereto, Tenant shall promptly repair and restore any such partitions, fixtures, additions or other improvements that Tenant is required to construct, place or install in, on or about the Premises pursuant hereto.

# 18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

#### 18.1 Subordination - Notice to Mortgagee:

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the portion of the Building owned by Landlord or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be selfoperating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Rent shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

#### 18.2 Tenant's Certificate:

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as Exhibit "D," or on a form as otherwise required by Landlord or its lender.

#### 18.3 Mortgagee Protection Clause:

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or

trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

#### 19 - ACCESS BY LANDLORD

#### 19.1 **Right of Entry:**

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance notice to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's patient examination rooms, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event a patient is occupying said examination room. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

# 20 - SURRENDER OR ABANDONMENT OF PREMISES

# 20.1 Surrender of Possession:

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease in as good condition and repair as at the Lease Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for one hundred eighty (180) days prior to the expiration or prior termination of this Lease.

#### 20.2 Holding Over:

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy at will on all of the terms and conditions set forth herein, to the extent not inconsistent with a tenancy at will; provided, that the Rent for such hold-over period shall be an amount equal to one hundred twenty-five percent (125%) of the Rent amount in effect immediately prior to the expiration of this Lease. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute consent to a holdover hereunder or result in an extension of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall have the right to terminate the Lease during any holding over by Tenant upon thirty (30) days written notice.

# 21 - QUIET ENJOYMENT

#### 21.1 Landlord's Covenant:

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord.

#### **22 - MISCELLANEOUS**

#### 22.1 Successors or Assigns:

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

# 22.2 Tenant Defined:

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

#### 22.3 Broker's Commission; Agency Disclosure:

Each party hereby represents and warrants to the other than as set forth in Section 1.1(s), no other real estate broker's, salesman's or finder's fees, commissions or other compensations are due, or will arise, by reason of this transaction. Each party hereby indemnifies and holds the other harmless from and against any such fees, commissions and/or compensation that are due or claimed to be due, by reason of this transaction and arise, or are claimed to arise, by reason of its acts or an agreement with any other broker, salesman, finder, person or entity.

#### 22.4 Partial Invalidity:

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

# 22.5 Recording:

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

#### 22.6 Notices:

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, upon receipt of a confirmation by the sender of a successful facsimile transmittal, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

# 22.7 Marginal Headings:

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

#### 22.8 Time:

Time is of the essence of this Lease.

#### 22.9 Choice of Law/Venue:

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

#### 22.10 Tenant and Tenant's Employees Parking:

Landlord may from time to time establish designated parking areas. Subject to approval by Tenant, Tenant and Tenant's agents and employees shall park only in those areas designated by Landlord or Landlord's agents, as set forth in Section 1.1(w).

#### 22.11 Hazardous Substances:

#### a. Presence and Use of Hazardous Substances.

Tenant shall not, without Landlord's prior written consent, keep (or allow to be kept) on or around the Premises, Common Areas or Building, for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance ("Legal Requirements"). "Hazardous Material" does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. To Landlord's knowledge only, without the benefit of any due diligence, Landlord warrants and represents that no "Hazardous Materials" are present on the Premises in violation of applicable law as of the date hereof; notwithstanding the foregoing, Tenant acknowledges and agrees that Tenant has been in possession of the Premises since March 3, 2014 and the foregoing representation and warranty made by Landlord herein shall expressly exclude the presence of any Hazardous Materials that may exist on the Premises caused, introduced, disturbed, or released by or through Tenant. With respect to any such Hazardous Substance, Tenant shall:

- (1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;
- (2) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
- (3) Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;
- (4) Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;
- (5) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum

standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

(6) Comply with all present and future applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

#### b. Survival

The provisions of this Section shall survive the expiration or earlier termination of this

# 22.12 Intentionally omitted.

Lease.

#### 22.13 Non-Discrimination Clause:

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

#### 22.14 Voluntary Programs:

It is understood and agreed that from time to time Landlord may institute certain programs for the Building which Landlord believes will be in the best interest of the Building and the tenants. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

#### 22.15 **Prior Agreements:**

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND **ANY** AND ALL ORAL AND WRITTEN AGREEMENTS. UNDERSTANDINGS. REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

#### 22.16 Acceptance and Date of Lease:

# a. Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. Landlord shall have no liability or obligation to Tenant by reason of Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

#### b. Date of Lease

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

#### 22.17 Attorneys' Fees:

In the event that suit is brought or an attorney is engaged by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, which sum shall be fixed by the court.

#### 22.18 Waiver of Subrogation:

Landlord and Tenant hereby mutually waive any and all rights of recovery against one another and each other's agents and employees, for (i) real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "All Risk") and (ii) any loss relating to business interruption at the Premises, whether or not such insurance is actually carried. The foregoing releases shall be applicable even though the loss or damage may have been caused by the negligence of the party hereby released (or that party's agents or employees), it being understood that each party shall look solely to its own insurance (or self-insurance) in the event of any such loss or damage. If either party's insurance policies do not permit this waiver of subrogation, then such party will obtain such a waiver from its insurer at its sole expense.

#### 22.19 **Waiver**:

No waiver by Landlord or Tenant of any breach or default of any term, agreement, covenant or condition of this Lease shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Landlord or Tenant of the same or any other term, agreement, covenant or condition. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of any Rent, in whole or in part, shall not be deemed a waiver of any preceding breach by Tenant of any agreement, covenant or obligation of Tenant or any other term or condition of this Lease. No delay in billing or any failure to bill Tenant for any Rent, nor any inaccurate billing of Rent shall constitute a waiver by Landlord of its right to collect and to enforce Tenant's obligation to pay the full amount of Rent due and payable under this Lease, as the same may be adjusted or increased from time to time. For the avoidance of doubt, all waivers shall be in writing and signed by the waiving party.

# 22.20 Late Charge:

If any monthly installment of Monthly Base Rent or Tenant's Pro Rata Share of Excess Adjustments or any payment of Additional Rent is not paid within ten (10) days after such installment or payment is due and payable (the "Late Payment Date"), Tenant shall, upon demand, pay Landlord a late charge of five percent (5%) of the amount of such installment or payment (or, if less, a charge in the maximum amount permitted under applicable law). In addition, if any such past due installment of Monthly Base Rent or Tenant's Pro Rata Share of Excess Adjustments or payment of Additional Rent is not paid

within the thirty (30) day period following the Late Payment Date or within any subsequent thirty (30) day period, such past due installment or payment shall, at Landlord's discretion, be subject to an additional late charge in the same amount for each such thirty (30) day period until paid. Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord will incur on account of such delinquency. Any amounts payable to Landlord under this Lease, if not paid in full on or before the due date thereof, shall, at Landlord's discretion, bear interest on the unpaid balance at the rate of interest (the "Interest Rate") equal to the prime rate of interest as published by The Wall Street Journal from time to time, plus four percent (4%) per annum (or, if lower, the maximum rate permitted under applicable law), with each change in such prime rate being effective on the date such change is published; notwithstanding the foregoing, no late charge may exceed ten percent (10%) of the total amount due under the Lease.

# 22.21 Representation of Signatory Authority:

Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease.

#### 22.22 Survival:

All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term hereof, including without limitation all payment, restoration and indemnification obligations.

# 22.23 Force Majeure:

Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "Force Majeure"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding anything to the contrary in this Lease, no event of Force Majeure shall (i) excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease, (ii) be grounds for Tenant to abate any portion of Rent due pursuant to this Lease, or entitle either party to terminate this Lease, except as allowed pursuant to this Lease, (iii) excuse any of Tenant's obligations under of this Lease, except as otherwise identified herein, or (iv) extend the occurrence of the Lease Commencement Date.

#### 22.24 Confidentiality:

Landlord acknowledges that Tenant 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. As such, its documents and records are available for copying and inspection by the public. If Tenant receives a request for the disclosure of any information related to this Lease that Landlord has claimed to be confidential and proprietary (each such request, a "Disclosure Request"), Tenant will

immediately notify Landlord of such request, and Landlord shall immediately notify Tenant of its intention to seek injunctive relief in a Nevada court for a protective order. Notwithstanding the foregoing, if Landlord does not seek a protective order related to any such Disclosure Request, Tenant shall, to the extent possible, limit its disclosure to the explicit scope of the Disclosure Request.

#### 22.25 **No Terrorist Affiliation**:

Tenant represents, warrants, and covenants that (i) it and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Tenant and its principals are not engaged, and will not engage, in this transaction, directly or indirectly, on behalf of, or instigating or facilitating, and will not instigate or facilitate, this transaction, directly or indirectly, on behalf of, any such person, group, entity, or nation. Tenant agrees to indemnify, defend, and hold harmless each Landlord Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representation, warranty and covenant. The breach of this representation, warranty and covenant by Tenant shall be grounds for immediate termination of this Lease by Landlord, in addition to and not in lieu of any other remedies to which Landlord may be entitled.

#### 22.26 WAIVER OF JURY TRIAL:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS LEASE (INCLUDING ANY EXHIBITS, SCHEDULES, AND RELATED DOCUMENTS AND APPENDICES), THE RELATIONSHIP OF LANDLORD AND TENANT, THE TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY RELATED TRANSACTION, OR ANY SUMMARY PROCESS, EVICTION, OR OTHER STATUTORY OR CONTRACTUAL REMEDY WITH RESPECT THERETO. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER, OR HAS HAD AN ADEQUATE OPPORTUNITY TO SEEK SUCH LEGAL COUNSEL REPRESENTATION AND ADVICE.

# 22.27 Counterparts and Electronic Signature:

This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. The counterparts of this Lease and all ancillary documents (if any) may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

# 22.28 **Entity Signature**:

If Tenant signs as an entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is duly organized and validly existing, that Tenant has and is qualified to do

business in Nevada, that the Tenant has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions.

# 23 - SUSTAINABILITY

- 23.1 <u>Information</u>. Tenant shall provide Landlord, from time to time upon Landlord's request, with such information about the Premises as may be in Tenant's possession or of its employees, architects, engineers, vendors, agents, contractors, or other representatives as may be applicable to determining or maintaining the sustainability of the Building and/or the Premises. This information may include, without limitation, information provided to the U.S. Green Building Council or the Green Building Initiative, or their affiliates, or any comparable third-party certification agencies now or hereafter in existence, to substantiate any third-party rating. To minimize the Building's carbon footprint by conserving energy, Tenant shall (upon Landlord's written request) use proven energy efficiency and carbon reduction measures in the Premises, which measures may include without limitation using energy efficient light bulbs in task lighting, using daylighting measures to avoid overlighting interior spaces, using automatic dimmer switches and motion detectors on lighting fixtures when feasible, closing window shades that face the sun, turning off lights and equipment when feasible at the end of the work day, and purchasing ENERGY STAR qualified equipment when such equipment is commercially available.
- 23.2 <u>Cooperation Regarding Standards and Accreditations</u>. Landlord may, from time to time, decide to develop, maintain and/or operate the Building in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals, including without limitation Third Party Sustainability Standards. Should Landlord notify Tenant of such a decision, Tenant shall cooperate with Landlord's efforts in that regard. Tenant's cooperation shall include, without limitation, providing Landlord with information within fourteen (14) days after a request is made about Tenant's occupancy as may be required by any such third-party agency, such as staffing levels, hours of operation, utility usage, commuting patterns (to the extent reasonably determinable), cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, and other purchasing information.
- 23.3 Regulatory Controls. Tenant agrees to comply with all mandatory and voluntary energy, water or other conservation controls or requirements applicable to the Building issued by the federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings in office buildings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance by Landlord or the Building with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any Rent payable hereunder.
- 23.4 <u>Greenhouse Gas Testing</u>. Landlord shall be entitled at any time and from time to time to undertake greenhouse gas production monitoring and testing, including testing within the Premises on reasonable notice to Tenant.
- 23.5 Occupancy Sensors. Within sixty (60) days of Landlord's written request, Tenant shall install occupancy sensors on all light fixtures so that they automatically switch off when an area is unoccupied. Such sensors may be installed with manual overrides for areas that are normally occupied, such as individual offices and conference rooms.

- 23.6 <u>Janitorial</u>. Should Landlord authorize Tenant to undertake its own cleaning of the Premises, Tenant shall adopt a low environmental impact cleaning policy and shall use only cleaning equipment and products that reduces impacts on indoor air quality, including, by way of example and not limitation, sustainable cleaning chemicals that meet the Green Seal GS-37 or the U.S. Environmental Protection Agency's Design for the Environment standards, micro-fiber wipes, dust cloths and dust mops in place of paper wipes, paper products that contain at least 30 percent recycled content and which are recyclable, chemicals that are durable, slip resistant and free of zinc (metal-free) and compliant with the Green Seal GS-40 Standard and/or CCD-147, and carpet care products meeting the requirements of the Green Seal GS-37 Standard and/or CCD-148. Tenant shall provide to Landlord, upon written request, documentation that this policy has been followed, showing specifications for chemicals used, dates and activities associated with cleaning maintenance, and dates and outline of cleaning worker training. If Landlord so requests, Tenant shall ensure that (i) any cleaning contracts entered into by it require the cleaning contractor to comply with elements of any environmental management plan adopted by Landlord and (ii) the cleaning contractor properly understands and is trained in the maintenance of specialized green facilities.
- 23.7 <u>Electrical Power</u>. Upon providing Tenant with prior notice, Landlord shall be entitled at any time or from time to time to acquire all or part of the electrical power for the Building from sources with low greenhouse gas emissions. Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(1), any incremental cost in so doing above the cost of obtaining conventionally-generated electricity shall be included in the Adjustments.
- 23.8 <u>Green Roof; Solar Panels</u>. Upon providing Tenant with prior notice, Landlord may, at any time and from time to time, install and maintain a vegetated green roof or solar panels on the roof of on the Building (collectively the "**Green Roof**"). Subject to and as limited by the annual maximum amount of Tenant's Proportionate Share of Excess Adjustments outlined in Section 1.1(l), the cost of installation shall be borne by Landlord but the amortized cost may be included in the Adjustments to the extent that the Green Roof reduces the Building's energy costs, and the cost of maintaining such a green roof shall be an Adjustment.
- 23.9 <u>Water</u>. Tenant acknowledges and agrees that Landlord may require the use of treated recycled or treated natural water in washrooms and in other applications where potable water usage is not required. Tenant acknowledges that the Landlord may implement rainwater collection, treatment and reuse methods, natural plantings and other methods of reducing water usage, including without limitation the use of watersaving appliances, such as waterless urinals.
- 23.10 <u>Carbon Offset Credits</u>. Any carbon offset credits, renewable energy credits, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances and other similar entitlements, now or hereafter existing ("Carbon Offset Credit") received by the Building or by Landlord and applicable to the Building shall belong to Landlord except to the extent, if any, to which (i) Tenant may be entitled to them under applicable law, in which event Tenant shall be entitled to the Carbon Offset Credit to the extent required by law, (ii) the same arise directly from any action or activity undertaken by Tenant itself in the Premises that result in decreased consumption of natural resources by the Building or the avoidance of environmental impacts on air, soil or water, or (iii) Tenant may have paid as an Adjustment or contributed to a cost or program that obtained the Carbon Offset Credit and Tenant is not compensated under preceding clause (i) of this subsection, in which event Tenant shall be entitled to an equitable share, as determined by Landlord in its reasonable discretion, after first netting out the costs of participating in the carbon reduction program and/or of obtaining the credit.
- 23.11 <u>Green Purchasing</u>. Upon Landlord's written request, Tenant shall adopt and implement an environmentally preferable purchasing policy in accordance with then-current LEED-EB:O&M standards. In such event, in addition to complying with the purchasing policy established by LEED-EB:O&M for

materials acquired for the Premises, Tenant shall also maintain records sufficient to substantiate compliance and provide such records to Landlord upon request.

#### 24 - RIGHT OF FIRST OFFER

Tenant shall have a right of first offer to purchase the Building on such terms as the Building would be offered or marketed for sale by Landlord to third parties; provided, however, that such right of first offer shall be subject to any existing rights of other tenants in the Building. Nothing herein shall be deemed to limit or prevent Landlord from marketing, discussing or negotiating with any other party for the sale of the Building, but before Landlord makes any written proposal to any other party for the sale of the Building, or contemporaneously with making any such proposal, Landlord shall give Tenant notice ("Landlord's Notice") that the Building is then available for purchase or of the date Landlord estimates the Building will be available, setting forth the proposed material terms of such sale, including the purchase price, closing date, and any other relevant conditions (the "Offer Terms").

Tenant shall have five (5) business days after Landlord gives Landlord's Notice (the "Election Notice Period") in which to give Landlord written notice ("Election Notice") of Tenant's election to exercise this right of first offer to purchase the Building in accordance with the Offer Terms. In the event Tenant duly and timely delivers its Election Notice to Landlord, Landlord and Tenant shall engage upon such terms as set forth in Landlord's Notice and as may be otherwise agreed upon by Landlord and Tenant.

If Tenant either fails or elects not to exercise its right of first offer to purchase the Building upon the terms and conditions covered by Landlord's Notice by not giving its Election Notice within the Election Notice Period, or if Tenant gives Tenant's Election Notice but does not agree to the Offer Terms, then in any such event Tenant's right of first offer shall be null and void and at any time thereafter Landlord shall be free to sell the Building to any third party on any terms and conditions.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:	TENANT:
AHP of Nevada, Inc., a Delaware limited liability company	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
By:	By: Mason Van Houweling, CEO

#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF REAL PROPERTY

That Portion of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 32, Township 20South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

COMMENCING AT the Southeast (SE) Corner of said Section 32;

THENCE North 0°17'17" West, along the East Line of said Section 32, a distance of 354.41 feet to the Northeast (NE) Corner of that Parcel of Land vested in the City of Las Vegas by Final Order of Condemnation (Parcel 2) recorded November 12, 1948 as Document No. 238371, Clark County, Nevada Records;

THENCE South 30°49'37" West, 77.41 feet to a Point in the West Right of Way Line of Tonopah Drive, being the most Easterly Point in the Boundary of that certain Parcel of Land conveyed to First Western Savings and Loan Association to the City of Las Vegas by Quitclaim Deed recorded May 18, 1970 as Document No. 26266, Clark County Records, said Point being THE POINT OF BEGINNING;

THENCE from a Tangent which bears South 001717 East, turning Right along the Arc of a 20.00 foot Radius Curve, Concave Northwesterly and subtending a Central Angle of 124°09'17", a distance of 43.34 feet to lite Point of Tangency of a Compound Curve through which a Radial Line bears North 33°52'00" East;

THENCE Northwesterly and Right along the Arc of said Curve having a Radius of 1,699.72 and subtending a Central Angle of 11°28'16", a distance of 340.30 feet;

THENCE North 44°39'44" West 215.52 feet to a Radial Line from the P line (original Centerline of Rancho Road - 150.00 feet wide);

THENCE North 53°33'46" East, along said Radial Line 30.64 feet to a Point in the North Line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 32 and the most Westerly Corner of the Parcel of Land conveyed by First Title Insurance Company to First Western Savings and Loan Association by Trustees Deed Upon Sale recorded August 31, 1966 by Document No. 596313;

THENCE continuing North 53°33'46" East, along the last mentioned Radial Line 275.00 feet to the most Northerly Corner of the Parcel of Land conveyed to Janel Realty Corporation by Deed recorded October 14, 1953 as Document No. 416021, said County Records;

THENCE North 59°47'21" East, 75.94 feet to the Southwest (SW) Corner of the Parcel of Land conveyed to First Western Savings and Loan Association by Frank H. Rogers by Quitclairn Deed recorded July 30, 1969 as Document No. 775648, said County Records;

THENCE North 0°17'17" West, 60.00 feet to the Northwest (NW) Corner of said last mentioned Parcel of Land;

THENCE North 89°52'43" East, along the North Line of said Parcel 130.00 feet to the West Right of Way Line of Tonopah Drive;

THENCE South 0°17'17" East, along said Right of Way Line 633.17 feet to THE POINT OF BEGINNING.

#### EXHIBIT "B"

#### **RULES AND REGULATIONS**

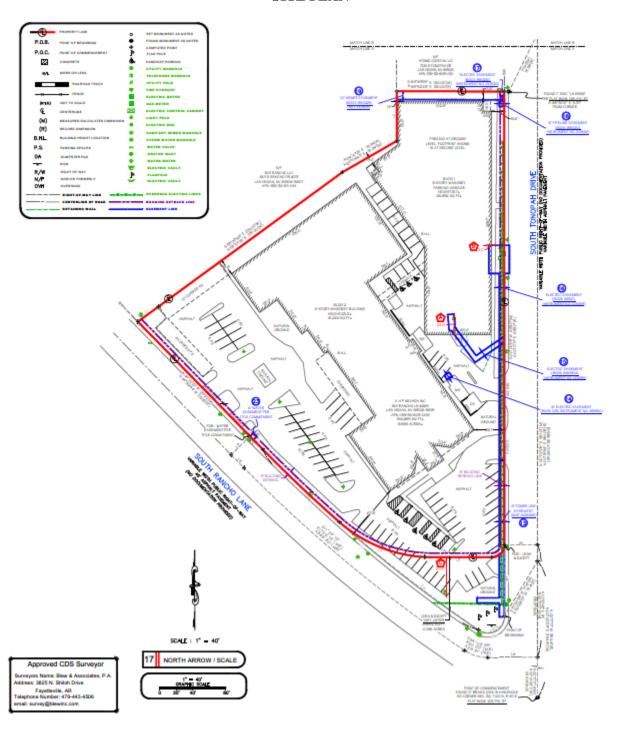
- 1. CONDUCT. Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.
- 2. HALLWAYS AND STAIRWAYS. Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.
- 3. NUISANCES. Tenant shall not make or permit any noise, vibration, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.
- **4. MUSICAL INSTRUMENTS, ETC.** Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.
- 5. LOCKS. With the exception of Tenant's pharmaceuticals locker or storage facility, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.
- **OBSTRUCTING LIGHT, DAMAGE.** The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.
- **7. WIRING.** Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.
- 8. EQUIPMENT, MOVING, FURNITURE, ETC. Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.
- **9. REQUIREMENTS OF TENANT.** The requirements of Tenant will be attended to only upon application at the office of Landlord or its Property Manager. Employees of Landlord or its Property Manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its Property Manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its Property Manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.
- 10. MEDICAL AND HAZARDOUS WASTES. Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.
- 11. ACCESS TO BUILDING. Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.
- 12. VEHICLES, ANIMALS, REFUSE. Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building. Nothing herein shall prohibit any animal, device or vehicle used to assist disabled persons pursuant to the Americans with Disabilities Act and similar state or local laws. Nothing herein shall prohibit the use and parking of bicycles and other vehicles in areas designated therefore outside of the Building.
- 13. EQUIPMENT DEFECTS. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.
- 14. PARKING. Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking or for designated parkers. Tenant agrees

that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

- 15. CONSERVATION AND SECURITY. Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building. Any light bulbs, tubes, or fixtures Tenant provides in the Premises must comply with Landlord's sustainability practices, including compliance with any Third Party Sustainability Standards adopted from time to time for the Building by Landlord. Tenant will report lighting purchases and use in the Premises to Landlord from time to time upon Landlord's request.
- 16. SIGNAGE. Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent. Any lit signs must, in addition to meeting any other requirements imposed by Landlord, comply with Landlord's sustainability plan regarding light pollution, intensity, and hours of operation. Landlord reserves the right to affix, install, and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises, including without limitation the right to display any ENERGY STAR or other third-party sustainability certification plaques the Building may have from time to time.
- 17. VENDING MACHINES. Tenant shall not place, install, maintain or use any vending machine on the Premises without Landlord's prior written consent.
- 18. **AIR CONDITIONING AND HEATING UNITS.** No air conditioning or heating unit or other similar apparatus shall be used or installed by any tenant without the prior written consent of Landlord.

# EXHIBIT "C"

# SITE PLAN



#### EXHIBIT "D"

#### TENANT ESTOPPEL LETTER

	(Len	der) (Purcha	aser)				
Attention:							
RE:	Lease Between _ ("Landlord"), and		20			, as La ("Tenant"),	dated
		Nevada.	20	on located	Property at	known	as,

#### Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Building or a portion thereof containing the Premises] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

- 1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;
- 2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;
- 3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;
- 4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature:
- 5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);
- 6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;
- 7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;
- 8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;
- 9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;

EXHIBIT "D" - Page - 1 -

10.	I nat t	ne tei	rm of the su	ibject Le	ease is	tor	years.	I ne	prima	ry Lea	se teri	n comi	nencea	or
				and	expire	es on					•			
11.	That	the	monthly	rental	is :	\$		,	and	rent	has	been	paid	to

- 12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;
- 13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made:
- 14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;
- 15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;
- 16. That the undersigned will in no event look to you for the return of any security deposit under the subject Lease, except as is actually received by you. Pursuant to the subject Lease, Tenant has not made a security deposit.
- 17. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;
- 18. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed:
- 19. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;
- 20. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;
- 21. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

# [ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

- 1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;
- 2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;
- 3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;
- 4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;

6.	That the term of the subject Lease is for	years.	The primary	Lease term	will o	commence
	on the Lease Commencement Date set forth in the	Lease.				

7.	That	the	monthly	rental	is	\$,	and	rent	has	been	paid	to
					, 2	0;]						

TENANT:	a	_
	Ву:	
	Name:	
	Its:	

# EXHIBIT E

# TERMINATION FEE

8/1/2025	Date	Month	Balloon Amount
10/1/2025	8/1/2025	1	\$2,402,165.72
10/1/2025	9/1/2025	2	\$2,390,283.24
11/1/2025         4         \$2,366,220.40           12/1/2025         5         \$2,354,038.37           1/1/2026         6         \$2,341,754.83           2/1/2026         7         \$2,329,368.93           3/1/2026         8         \$2,316,879.81           4/1/2026         9         \$2,304,286.61           5/1/2026         10         \$2,291,588.48           6/1/2026         11         \$2,278,784.52           7/1/2026         12         \$2,265,873.86           8/1/2026         13         \$2,252,855.62           9/1/2026         14         \$2,239,728.89           10/1/2026         15         \$2,226,492.77           11/1/2026         16         \$2,213,146.35           12/1/2026         17         \$2,199,688.71           1/1/2027         18         \$2,186,118.92           2/1/2027         19         \$2,172,436.05           3/1/2027         20         \$2,158,639.16           4/1/2027         21         \$2,144,727.29           5/1/2027         22         \$2,130,699.49           6/1/2027         23         \$2,116,554.79           7/1/2027         24         \$2,002,9176.61           1/1/202	10/1/2025	3	
12/1/2025         5         \$2,354,038.37           1/1/2026         6         \$2,341,754.83           2/1/2026         7         \$2,329,368.93           3/1/2026         8         \$2,316,879.81           4/1/2026         9         \$2,304,286.61           5/1/2026         10         \$2,291,588.48           6/1/2026         11         \$2,278,784.52           7/1/2026         12         \$2,265,873.86           8/1/2026         13         \$2,252,855.62           9/1/2026         14         \$2,239,728.89           10/1/2026         15         \$2,226,492.77           11/1/2026         16         \$2,213,146.35           12/1/2026         17         \$2,199,688.71           1/1/2027         18         \$2,186,118.92           2/1/2027         19         \$2,172,436.05           3/1/2027         20         \$2,158,639.16           4/1/2027         21         \$2,144,727.29           5/1/2027         22         \$2,130,699.49           6/1/2027         23         \$2,116,554.79           7/1/2027         24         \$2,02,94,76.61           1/1/2027         26         \$2,073,409.52           10/1/20	11/1/2025	4	
1/1/2026       6       \$2,341,754.83         2/1/2026       7       \$2,329,368.93         3/1/2026       8       \$2,316,879.81         4/1/2026       9       \$2,304,286.61         5/1/2026       10       \$2,291,588.48         6/1/2026       11       \$2,278,784.52         7/1/2026       12       \$2,265,873.86         8/1/2026       13       \$2,252,855.62         9/1/2026       14       \$2,239,728.89         10/1/2026       15       \$2,226,492.77         11/1/2026       16       \$2,213,146.35         12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,002,99.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2028       31	12/1/2025	5	
2/1/2026         7         \$2,329,368.93           3/1/2026         8         \$2,316,879.81           4/1/2026         9         \$2,304,286.61           5/1/2026         10         \$2,291,588.48           6/1/2026         11         \$2,278,784.52           7/1/2026         12         \$2,266,873.86           8/1/2026         13         \$2,252,855.62           9/1/2026         14         \$2,239,728.89           10/1/2026         15         \$2,226,492.77           11/1/2026         16         \$2,213,146.35           12/1/2026         17         \$2,199,688.71           1/1/2027         18         \$2,186,118.92           2/1/2027         19         \$2,172,436.05           3/1/2027         20         \$2,158,639.16           4/1/2027         21         \$2,144,727.29           5/1/2027         22         \$2,130,699.49           6/1/2027         23         \$2,116,554.79           7/1/2027         24         \$2,002,92.22           8/1/2027         25         \$2,087,910.79           9/1/2027         26         \$2,073,409.52           10/1/2027         27         \$2,058,787.41           11/1/20			
3/1/2026       8       \$2,316,879.81         4/1/2026       9       \$2,304,286.61         5/1/2026       10       \$2,291,588.48         6/1/2026       11       \$2,278,784.52         7/1/2026       12       \$2,265,873.86         8/1/2026       13       \$2,252,855.62         9/1/2026       14       \$2,239,728.89         10/1/2026       15       \$2,226,492.77         11/1/2026       16       \$2,213,146.35         12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32	2/1/2026		
4/1/2026       9       \$2,304,286.61         5/1/2026       10       \$2,291,588.48         6/1/2026       11       \$2,278,784.52         7/1/2026       12       \$2,265,873.86         8/1/2026       13       \$2,252,855.62         9/1/2026       14       \$2,239,728.89         10/1/2026       15       \$2,226,492.77         11/1/2026       16       \$2,213,146.35         12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32 <td>3/1/2026</td> <td>8</td> <td></td>	3/1/2026	8	
5/1/2026         10         \$2,291,588.48           6/1/2026         11         \$2,278,784.52           7/1/2026         12         \$2,265,873.86           8/1/2026         13         \$2,252,855.62           9/1/2026         14         \$2,239,728.89           10/1/2026         15         \$2,226,492.77           11/1/2026         16         \$2,213,146.35           12/1/2026         17         \$2,199,688.71           1/1/2027         18         \$2,186,118.92           2/1/2027         19         \$2,172,436.05           3/1/2027         20         \$2,158,639.16           4/1/2027         21         \$2,144,727.29           5/1/2027         22         \$2,130,699.49           6/1/2027         23         \$2,116,554.79           7/1/2027         24         \$2,102,292.22           8/1/2027         25         \$2,087,910.79           9/1/2027         26         \$2,073,409.52           10/1/2027         27         \$2,058,787.41           11/1/2028         30         \$2,014,185.89           2/1/2028         31         \$1,999,070.25           3/1/2028         32         \$1,983,828.64           4/			
6/1/2026       11       \$2,278,784.52         7/1/2026       12       \$2,265,873.86         8/1/2026       13       \$2,252,855.62         9/1/2026       14       \$2,239,728.89         10/1/2026       15       \$2,226,492.77         11/1/2026       16       \$2,213,146.35         12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34 <td></td> <td></td> <td></td>			
7/1/2026         12         \$2,265,873.86           8/1/2026         13         \$2,252,855.62           9/1/2026         14         \$2,239,728.89           10/1/2026         15         \$2,226,492.77           11/1/2026         16         \$2,213,146.35           12/1/2026         17         \$2,199,688.71           1/1/2027         18         \$2,186,118.92           2/1/2027         19         \$2,172,436.05           3/1/2027         20         \$2,158,639.16           4/1/2027         21         \$2,144,727.29           5/1/2027         22         \$2,130,699.49           6/1/2027         23         \$2,116,554.79           7/1/2027         24         \$2,102,292.22           8/1/2027         25         \$2,087,910.79           9/1/2027         26         \$2,073,409.52           10/1/2027         27         \$2,058,787.41           11/1/2028         30         \$2,014,185.89           2/1/2027         29         \$2,029,176.61           1/1/2028         31         \$1,999,070.25           3/1/2028         31         \$1,999,070.25           3/1/2028         32         \$1,983,828.64           4/			
8/1/2026       13       \$2,252,855.62         9/1/2026       14       \$2,239,728.89         10/1/2026       15       \$2,226,492.77         11/1/2026       16       \$2,213,146.35         12/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,029,22.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38			
9/1/2026 14 \$2,239,728.89 10/1/2026 15 \$2,226,492.77 11/1/2026 16 \$2,213,146.35 12/1/2026 17 \$2,199,688.71 1/1/2027 18 \$2,186,118.92 2/1/2027 19 \$2,172,436.05 3/1/2027 20 \$2,158,639.16 4/1/2027 21 \$2,144,727.29 5/1/2027 22 \$2,130,699.49 6/1/2027 23 \$2,116,554.79 7/1/2027 24 \$2,102,292.22 8/1/2027 25 \$2,087,910.79 9/1/2027 26 \$2,073,409.52 10/1/2027 27 \$2,058,787.41 11/1/2027 28 \$2,044,043.44 12/1/2027 29 \$2,029,176.61 1/1/2028 30 \$2,014,185.89 2/1/2028 31 \$1,999,070.25 3/1/2028 32 \$1,983,828.64 4/1/2028 33 \$1,968,460.02 5/1/2028 34 \$1,952,963.32 6/1/2028 35 \$1,937,337.49 7/1/2028 36 \$1,921,581.44 8/1/2028 37 \$1,905,694.09 9/1/2028 38 \$1,889,674.35 10/1/2028 40 \$1,857,233.26 12/1/2028 41 \$1,840,809.67 1/1/2029 42 \$1,824,249.23 2/1/2029 43 \$1,807,550.78 3/1/2029 44 \$1,790,713.17			
10/1/2026       15       \$2,226,492.77         11/1/2026       16       \$2,213,146.35         12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37 <td></td> <td></td> <td></td>			
11/1/2026       16       \$2,213,146.35         12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38 <td></td> <td></td> <td></td>			
12/1/2026       17       \$2,199,688.71         1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39 <td></td> <td></td> <td></td>			
1/1/2027       18       \$2,186,118.92         2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2029       42 <td>12/1/2026</td> <td></td> <td></td>	12/1/2026		
2/1/2027       19       \$2,172,436.05         3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2029       42       \$1,840,809.67         1/1/2029       42 <td></td> <td></td> <td></td>			
3/1/2027       20       \$2,158,639.16         4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42 <td></td> <td></td> <td></td>			
4/1/2027       21       \$2,144,727.29         5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2029       42       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44 <td></td> <td></td> <td></td>			
5/1/2027       22       \$2,130,699.49         6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44 <td></td> <td></td> <td></td>			
6/1/2027       23       \$2,116,554.79         7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
7/1/2027       24       \$2,102,292.22         8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
8/1/2027       25       \$2,087,910.79         9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
9/1/2027       26       \$2,073,409.52         10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
10/1/2027       27       \$2,058,787.41         11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
11/1/2027       28       \$2,044,043.44         12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
12/1/2027       29       \$2,029,176.61         1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
1/1/2028       30       \$2,014,185.89         2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
2/1/2028       31       \$1,999,070.25         3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
3/1/2028       32       \$1,983,828.64         4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
4/1/2028       33       \$1,968,460.02         5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
5/1/2028       34       \$1,952,963.32         6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
6/1/2028       35       \$1,937,337.49         7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17	5/1/2028		
7/1/2028       36       \$1,921,581.44         8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
8/1/2028       37       \$1,905,694.09         9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
9/1/2028       38       \$1,889,674.35         10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
10/1/2028       39       \$1,873,521.11         11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
11/1/2028       40       \$1,857,233.26         12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
12/1/2028       41       \$1,840,809.67         1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
1/1/2029       42       \$1,824,249.23         2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
2/1/2029       43       \$1,807,550.78         3/1/2029       44       \$1,790,713.17			
3/1/2029 44 \$1,790,713.17			
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5/1/2029         46         \$1,756,615.86           6/1/2029         47         \$1,739,353.79           7/1/2029         48         \$1,721,947.88           8/1/2029         49         \$1,704,396.92           9/1/2029         50         \$1,686,699.70           10/1/2029         51         \$1,668,855.01           11/1/2029         52         \$1,650,861.60           12/1/2030         54         \$1,614,423.71           2/1/2030         55         \$1,595,976.72           3/1/2030         56         \$1,577,376.00           4/1/2030         57         \$1,558,620.27           5/1/2030         58         \$1,539,708.25           6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,442,757.69           11/1/2030         64         \$1,422,880.14           12/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,324,699.63           4			
7/1/2029 48 \$1,721,947.88 8/1/2029 49 \$1,704,396.92 9/1/2029 50 \$1,686,699.70 10/1/2029 51 \$1,668,855.01 11/1/2029 52 \$1,650,861.60 12/1/2029 53 \$1,663,2718.26 1/1/2030 54 \$1,614,423.71 2/1/2030 55 \$1,595,976.72 3/1/2030 56 \$1,577,376.00 4/1/2030 57 \$1,558,620.27 5/1/2030 59 \$1,520,638.62 7/1/2030 60 \$1,577,376.00 \$8/1/2030 60 \$1,571,410.08 8/1/2030 61 \$1,482,021.30 9/1/2030 62 \$1,462,470.96 10/1/2030 63 \$1,442,757.69 11/1/2030 64 \$1,442,580.14 12/1/2030 65 \$1,382,626.73 2/1/2031 66 \$1,382,626.73 2/1/2031 67 \$1,362,248.09 3/1/2031 68 \$1,341,699.63 4/1/2031 69 \$1,320,979.93 5/1/2031 70 \$1,300,087.57 6/1/2031 71 \$1,279,021.11 7/1/2031 72 \$1,257,779.09 8/1/2031 73 \$1,236,360.06 9/1/2031 74 \$1,214,762.53 10/1/2031 75 \$1,192,985.02 11/1/2031 76 \$1,192,985.02 11/1/2031 77 \$1,148,884.06 11/1/2031 78 \$1,192,985.02 11/1/2031 79 \$1,192,985.02 11/1/2031 79 \$1,192,985.02 11/1/2031 79 \$1,192,985.02 11/1/2031 79 \$1,192,985.02 11/1/2032 79 \$1,104,045.02 3/1/2032 80 \$1,081,344.87 4/1/2032 81 \$1,085,375.48 6/1/2032 82 \$1,035,375.48 6/1/2032 83 \$1,012,103.09 7/1/2032 84 \$988,636.75 891/2032 89 \$868,338.99 1/1/2033 90 \$8443,674.62 2/1/2033 93 \$768,441.43 574/2043 94 \$742,944.58	5/1/2029		\$1,756,615.86
8/1/2029	6/1/2029		
9/1/2029 50 \$1,686,699.70 10/1/2029 51 \$1,668,855.01 11/1/2029 52 \$1,650,861.60 12/1/2030 54 \$1,614,423.71 2/1/2030 55 \$1,595,976.72 3/1/2030 56 \$1,577,376.00 4/1/2030 57 \$1,558,620.27 5/1/2030 58 \$1,539,708.25 6/1/2030 60 \$1,501,410.08 8/1/2030 61 \$1,482,021.30 9/1/2030 62 \$1,462,470.96 10/1/2030 63 \$1,442,757.69 11/1/2030 64 \$1,422,880.14 12/1/2030 65 \$1,104,028.95 11/1/2031 66 \$1,326,262.73 3/1/2031 67 \$1,362,248.09 3/1/2031 68 \$1,341,699.63 4/1/2031 70 \$1,300,087.57 6/1/2031 71 \$1,279,021.11 7/1/2031 72 \$1,257,779.09 8/1/2031 73 \$1,236,360.06 12/1/2031 74 \$1,214,762.53 10/1/2031 75 \$1,192,985.02 11/1/2031 76 \$1,171,026.04 12/1/2031 77 \$1,148,884.06 11/1/2031 78 \$1,126,557.57 11/1/2031 79 \$1,104,045.02 3/1/2032 81 \$1,058,455.55 5/1/2032 82 \$1,035,375.48 6/1/2032 83 \$1,012,103.09 11/1/2032 84 \$988,636.75 89/1/2032 87 \$1,104,045.02 3/1/2032 88 \$892,799.52 11/1/2032 87 \$917,057.90 11/1/2032 88 \$892,799.52 12/1/2032 89 \$868,338.99 11/1/2033 90 \$843,674.62 2/1/2033 91 \$818,804.72 3/1/2033 92 \$793,727.56 4/1/2033 93 \$768,441.43 5/1/2033 94 \$742,944.58	7/1/2029	48	\$1,721,947.88
10/1/2029 51 \$1,668,855.01 11/1/2029 52 \$1,650,861.60 12/1/2029 53 \$1,632,718.26 11/1/2030 54 \$1,614,423.71 2/1/2030 55 \$1,595,976.72 3/1/2030 56 \$1,577,376.00 4/1/2030 57 \$1,558,620.27 5/1/2030 58 \$1,539,708.25 6/1/2030 59 \$1,520,638.62 7/1/2030 60 \$1,501,410.08 8/1/2030 61 \$1,482,021.30 9/1/2030 62 \$1,462,470.96 10/1/2030 63 \$1,442,757.69 11/1/2030 64 \$1,422,880.14 12/1/2030 65 \$1,382,626.73 2/1/2031 66 \$1,382,626.73 2/1/2031 67 \$1,362,248.09 3/1/2031 68 \$1,320,979.93 5/1/2031 69 \$1,320,979.93 5/1/2031 70 \$1,300,087.57 6/1/2031 71 \$1,279,021.11 7/1/2031 72 \$1,257,779.09 8/1/2031 73 \$1,236,360.06 9/1/2031 74 \$1,214,762.53 10/1/2031 75 \$1,192,985.02 11/1/2031 76 \$1,1148,884.06 1/1/2031 77 \$1,148,884.06 1/1/2031 78 \$1,126,557.57 2/1/2032 80 \$1,041,344.87 4/1/2032 81 \$1,058,455.55 5/1/2032 82 \$1,035,375.48 6/1/2032 83 \$1,012,103.09 7/1/2032 84 \$988,636.75 8/1/2032 86 9/1/2032 87 \$917,057.90 11/1/2032 87 \$917,057.90 11/1/2032 88 \$882,799.52 11/1/2033 90 \$843,674.62 2/1/2033 91 \$818,804.72 3/1/2033 92 \$793,727.56 4/1/2033 93 \$768,441.43 5/1/2033 94 \$742,944.58	8/1/2029	49	\$1,704,396.92
11/1/2029         52         \$1,650,861.60           12/1/2029         53         \$1,632,718.26           1/1/2030         54         \$1,614,423.71           2/1/2030         55         \$1,595,976.72           3/1/2030         56         \$1,577,376.00           4/1/2030         57         \$1,558,620.27           5/1/2030         58         \$1,539,708.25           6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,422,880.14           12/1/2030         64         \$1,422,880.14           12/1/2030         65         \$1,402,836.95           1/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,360,360.06           9/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/	9/1/2029	50	\$1,686,699.70
12/1/2029         53         \$1,632,718.26           1/1/2030         54         \$1,614,423.71           2/1/2030         55         \$1,595,976.72           3/1/2030         56         \$1,577,376.00           4/1/2030         57         \$1,558,620.27           5/1/2030         58         \$1,539,708.25           6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,442,757.69           11/1/2031         64         \$1,422,880.14           12/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,300,087.57           6/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,26,360.06           9/1/2031         74         \$1,214,762.53           10/1	10/1/2029	51	\$1,668,855.01
1/1/2030 54 \$1,614,423.71 2/1/2030 55 \$1,595,976.72 3/1/2030 56 \$1,577,376.00 4/1/2030 57 \$1,558,620.27 5/1/2030 58 \$1,520,638.62 7/1/2030 59 \$1,520,638.62 7/1/2030 60 \$1,501,410.08 8/1/2030 61 \$1,482,021.30 9/1/2030 62 \$1,462,470.96 10/1/2030 63 \$1,442,757.69 11/1/2030 64 \$1,422,880.14 12/1/2030 65 \$1,382,626.73 2/1/2031 66 \$1,382,626.73 2/1/2031 67 \$1,362,248.09 3/1/2031 68 \$1,341,699.63 4/1/2031 69 \$1,320,979.93 5/1/2031 70 \$1,300,087.57 6/1/2031 71 \$1,279,021.11 7/1/2031 72 \$1,257,779.09 8/1/2031 73 \$1,236,360.06 9/1/2031 74 \$1,214,762.53 10/1/2031 75 \$1,192,985.02 11/1/2031 76 \$1,114,8884.06 11/1/2031 77 \$1,148,884.06 11/1/2031 77 \$1,148,884.06 11/1/2031 76 \$1,171,026.04 12/1/2031 77 \$1,148,884.06 11/1/2032 78 \$1,104,045.02 3/1/2032 80 \$1,081,344.87 4/1/2032 81 \$1,035,375.48 6/1/2032 82 \$1,035,375.48 6/1/2032 84 \$988,636.75 \$9/1/2032 86 \$941,115.79 10/1/2032 87 \$917,057.90 11/1/2032 88 \$882,799.52 12/1/2032 89 \$868,338.99 1/1/2033 90 \$843,674.62 2/1/2033 91 \$818,804.72 3/1/2033 92 \$793,727.56 4/1/2033 93 \$768,441.43 5/1/2033 94 \$742,944.58	11/1/2029	52	\$1,650,861.60
2/1/2030         55         \$1,595,976.72           3/1/2030         56         \$1,577,376.00           4/1/2030         57         \$1,558,620.27           5/1/2030         58         \$1,539,708.25           6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,442,757.69           11/1/2030         64         \$1,422,880.14           12/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,300,087.57           6/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,236,360.06           9/1/2031         74         \$1,214,762.53           10/1/2031         75         \$1,192,985.02           11/1/2032         78         \$1,126,557.57           2/	12/1/2029	53	\$1,632,718.26
3/1/2030       56       \$1,577,376.00         4/1/2030       57       \$1,558,620.27         5/1/2030       58       \$1,539,708.25         6/1/2030       59       \$1,520,638.62         7/1/2030       60       \$1,501,410.08         8/1/2030       61       \$1,482,021.30         9/1/2030       62       \$1,462,470.96         10/1/2030       63       \$1,442,757.69         11/1/2030       64       \$1,422,880.14         12/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,279,021.11         7/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,104,045.02         3/1/2032       80 <td>1/1/2030</td> <td>54</td> <td>\$1,614,423.71</td>	1/1/2030	54	\$1,614,423.71
4/1/2030       57       \$1,558,620.27         5/1/2030       58       \$1,539,708.25         6/1/2030       59       \$1,520,638.62         7/1/2030       60       \$1,501,410.08         8/1/2030       61       \$1,482,021.30         9/1/2030       62       \$1,462,470.96         10/1/2030       63       \$1,442,757.69         11/1/2030       64       \$1,422,880.14         12/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,279,985.02         11/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81 <td>2/1/2030</td> <td>55</td> <td>\$1,595,976.72</td>	2/1/2030	55	\$1,595,976.72
5/1/2030         58         \$1,539,708.25           6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,442,757.69           11/1/2030         64         \$1,422,880.14           12/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,300,087.57           6/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,236,360.06           9/1/2031         74         \$1,279,925.02           11/1/2031         75         \$1,192,985.02           11/1/2031         76         \$1,171,026.04           12/1/2031         77         \$1,148,884.06           1/1/2032         78         \$1,104,045.02           3/1/2032         80         \$1,081,344.87           4	3/1/2030	56	\$1,577,376.00
5/1/2030         58         \$1,539,708.25           6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,442,757.69           11/1/2030         64         \$1,422,880.14           12/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,300,087.57           6/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,236,360.06           9/1/2031         74         \$1,279,925.02           11/1/2031         75         \$1,192,985.02           11/1/2031         76         \$1,171,026.04           12/1/2031         77         \$1,148,884.06           1/1/2032         78         \$1,104,045.02           3/1/2032         80         \$1,081,344.87           4	4/1/2030	57	\$1,558,620.27
6/1/2030         59         \$1,520,638.62           7/1/2030         60         \$1,501,410.08           8/1/2030         61         \$1,482,021.30           9/1/2030         62         \$1,462,470.96           10/1/2030         63         \$1,442,757.69           11/1/2030         64         \$1,422,880.14           12/1/2031         65         \$1,402,836.95           1/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,300,087.57           6/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,236,360.06           9/1/2031         74         \$1,214,762.53           10/1/2031         75         \$1,192,985.02           11/1/2031         76         \$1,171,026.04           12/1/2031         76         \$1,171,026.04           12/1/2032         78         \$1,104,045.02           3/1/2032         80         \$1,084,344.87	5/1/2030	58	
7/1/2030       60       \$1,501,410.08         8/1/2030       61       \$1,482,021.30         9/1/2030       62       \$1,462,470.96         10/1/2030       63       \$1,442,757.69         11/1/2030       64       \$1,422,880.14         12/1/2031       65       \$1,402,836.95         1/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82 <td>6/1/2030</td> <td>59</td> <td></td>	6/1/2030	59	
8/1/2030       61       \$1,482,021.30         9/1/2030       62       \$1,462,470.96         10/1/2030       63       \$1,442,757.69         11/1/2030       64       \$1,422,880.14         12/1/2031       65       \$1,402,836.95         1/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/1/2032       78       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84<	7/1/2030		
9/1/2030 62 \$1,462,470.96 10/1/2030 63 \$1,442,757.69 11/1/2030 64 \$1,422,880.14 12/1/2031 66 \$1,382,626.73 2/1/2031 67 \$1,362,248.09 3/1/2031 69 \$1,320,979.93 5/1/2031 70 \$1,300,087.57 6/1/2031 71 \$1,279,021.11 7/1/2031 72 \$1,257,779.09 8/1/2031 73 \$1,236,360.06 9/1/2031 74 \$1,214,762.53 10/1/2031 75 \$1,192,985.02 11/1/2031 76 \$1,171,026.04 12/1/2031 77 \$1,148,884.06 1/1/2032 78 \$1,126,557.57 2/1/2032 79 \$1,104,045.02 3/1/2032 80 \$1,081,344.87 4/1/2032 81 \$1,058,455.55 5/1/2032 82 \$1,035,375.48 6/1/2032 84 \$988,636.75 8/1/2032 85 \$964,974.86 9/1/2032 86 \$941,115.79 10/1/2032 87 \$917,057.90 11/1/2032 88 \$892,799.52 12/1/2032 89 \$868,338.99 1/1/2033 90 \$843,674.62 2/1/2033 91 \$818,804.72 3/1/2033 92 \$793,727.56 4/1/2033 93 \$768,441.43 5/1/2033 94 \$742,944.58			
10/1/2030       63       \$1,442,757.69         11/1/2030       64       \$1,422,880.14         12/1/2031       65       \$1,402,836.95         1/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       86			
11/1/2030       64       \$1,422,880.14         12/1/2031       65       \$1,402,836.95         1/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86			
12/1/2030         65         \$1,402,836.95           1/1/2031         66         \$1,382,626.73           2/1/2031         67         \$1,362,248.09           3/1/2031         68         \$1,341,699.63           4/1/2031         69         \$1,320,979.93           5/1/2031         70         \$1,300,087.57           6/1/2031         71         \$1,279,021.11           7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,236,360.06           9/1/2031         74         \$1,214,762.53           10/1/2031         75         \$1,192,985.02           11/1/2031         76         \$1,171,026.04           12/1/2031         77         \$1,148,884.06           1/1/2032         78         \$1,126,557.57           2/1/2032         79         \$1,104,045.02           3/1/2032         80         \$1,081,344.87           4/1/2032         81         \$1,058,455.55           5/1/2032         82         \$1,035,375.48           6/1/2032         83         \$1,012,103.09           7/1/2032         84         \$988,636.75           8/1/2032         86         \$941,115.79           10/1/20			
1/1/2031       66       \$1,382,626.73         2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$941,115.79         10/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2033       90			
2/1/2031       67       \$1,362,248.09         3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$944,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2033       90       \$848,3838.99         1/1/2033       91       <			
3/1/2031       68       \$1,341,699.63         4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92			
4/1/2031       69       \$1,320,979.93         5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$7			
5/1/2031       70       \$1,300,087.57         6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742			
6/1/2031       71       \$1,279,021.11         7/1/2031       72       \$1,257,779.09         8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2033       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,9			
7/1/2031         72         \$1,257,779.09           8/1/2031         73         \$1,236,360.06           9/1/2031         74         \$1,214,762.53           10/1/2031         75         \$1,192,985.02           11/1/2031         76         \$1,171,026.04           12/1/2031         77         \$1,148,884.06           1/1/2032         78         \$1,126,557.57           2/1/2032         79         \$1,104,045.02           3/1/2032         80         \$1,081,344.87           4/1/2032         81         \$1,058,455.55           5/1/2032         82         \$1,035,375.48           6/1/2032         83         \$1,012,103.09           7/1/2032         84         \$988,636.75           8/1/2032         85         \$964,974.86           9/1/2032         86         \$941,115.79           10/1/2032         87         \$917,057.90           11/1/2033         89         \$868,338.99           1/1/2033         90         \$843,674.62           2/1/2033         91         \$818,804.72           3/1/2033         92         \$793,727.56           4/1/2033         93         \$768,441.43           5/1/2033			
8/1/2031       73       \$1,236,360.06         9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
9/1/2031       74       \$1,214,762.53         10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
10/1/2031       75       \$1,192,985.02         11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
11/1/2031       76       \$1,171,026.04         12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
12/1/2031       77       \$1,148,884.06         1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
1/1/2032       78       \$1,126,557.57         2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
2/1/2032       79       \$1,104,045.02         3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
3/1/2032       80       \$1,081,344.87         4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
4/1/2032       81       \$1,058,455.55         5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
5/1/2032       82       \$1,035,375.48         6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
6/1/2032       83       \$1,012,103.09         7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
7/1/2032       84       \$988,636.75         8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
8/1/2032       85       \$964,974.86         9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
9/1/2032       86       \$941,115.79         10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
10/1/2032       87       \$917,057.90         11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
11/1/2032       88       \$892,799.52         12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
12/1/2032       89       \$868,338.99         1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
1/1/2033       90       \$843,674.62         2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
2/1/2033       91       \$818,804.72         3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
3/1/2033       92       \$793,727.56         4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
4/1/2033       93       \$768,441.43         5/1/2033       94       \$742,944.58			
5/1/2033 94 \$742,944.58	3/1/2033		
	4/1/2033	93	
6/1/2033 95 \$717,235.26			
	6/1/2033	95	\$717,235.26

7/1/2033	96	\$691,311.69
8/1/2033	97	\$665,172.10
9/1/2033	98	\$638,814.67
10/1/2033	99	\$612,237.60
11/1/2033	100	\$585,439.05
12/1/2033	101	\$558,417.18
1/1/2034	102	\$531,170.13
2/1/2034	103	\$503,696.02
3/1/2034	104	\$475,992.96
4/1/2034	105	\$448,059.04
5/1/2034	106	\$419,892.34
6/1/2034	107	\$391,490.92
7/1/2034	108	\$362,852.81
8/1/2034	109	\$333,976.06
9/1/2034	110	\$304,858.67
10/1/2034	111	\$275,498.63
11/1/2034	112	\$245,893.92
12/1/2034	113	\$216,042.51
1/1/2035	114	\$185,942.34
2/1/2035	115	\$155,591.33
3/1/2035	116	\$124,987.40
4/1/2035	117	\$94,128.43
5/1/2035	118	\$63,012.31
6/1/2035	119	\$31,636.89
7/1/2035	120	\$0.00

# 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)

- 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

						<u> </u>						
Business	Entity Ty	pe (Please selec	one	)						-		
☐ Sole Proprietors	ship	Partnership		Limited Liability mpany		] Corporation	☐ Tru	st	☐ Non-Profit Organization		☐ Other	
Business	Designat	ion Group (Pleas	e sel	ect all that apply	)							
□МВЕ		□WBE		☐ SBE		☐ PBE			☐ VET		VET	☐ ESB
Minority Bu Enterprise	usiness	Women-Owned Business Enterprise	1	Small Business Enterprise		Physically Cha Business Ente		1	Veteran Owned Business		abled Veteran ned Business	Emerging Small Business
Number	r of Cla	rk County N	evad	da Residents	E	mployed:						
Corporate	/Busines	s Entity Name:	Aŀ	HP of Nevada, LLC	)							
(Include d	.b.a., if ap	plicable)										
Street Add	dress:		c/o	3000 Meridian Bl	vd.,	Suite 200		We	ebsite: https://www.hea	lthpe	ak.com/	
City, State	and Zip	Code:	Fra	anklin, TN 37067					C Name:			
									nail:			
Telephone	e No:							Fax	x No:			
Nevada Lo		et Address:						We	ebsite:			
City, State		•						Loc	cal Fax No:			
									cal POC Name:			
Local Tele	epnone N	o:						Em	nail:			
financial inte	erest in the	business entity ap	peari	ng before the Board	d.	·			s of individuals holding mo			, ,
									I Directors in lieu of disends to the applicant and to			individuals with
									Revised Statutes, including os, and professional corpo			te corporations,
		Full Name					Title				% Owned ot required for Pub prations/Non-profit	licly Traded
Healthpeak	OP, LLC				orp	orate Owner/Mar	naging M	lembe	er	100%	orations/Norr pront	organizations)
This sectio	on is not re	equired for public	ly-tra	ded corporations.	Are	e you a publicly	-traded	corp	oration? 🛛 Yes		No	
		al members, partne appointed/elected			invo	olved in the busir	ness enti	ty, a l	University Medical Center	of So	uthern Nevada full	-time
☐ Ye	es								ern Nevada employee(s), contracts, which are not su			
									tic partner, child, parent, i I-time employee(s), or app			
☐ Ye	es	□ No (If	yes, p	lease complete the	Dis	closure of Relati	onship fo	orm o	n Page 2. If no, please p	rint N/	A on Page 2.)	
Center of Sou date hereof, A Stock Exchar healthcare p knowledge, a Healthpeak a	uthern Neva AHP of Nev nge. Sharel providers whand are gene and Affiliated	da Governing Board vada, LLC (the "Affiliat nolders of Healthpea no may have a re erally unaware, of the	vill not ed Ent k and ationsh se sha red to,	take action on land-us ity") is a subsidiary or Investors in the Affili ip with University M reholders' or investors and do not track such	e ap affil iated ledic	provals, contract a iate of Healthpeak d Entity and Health cal Center of South ationships with any lationships or patie	pprovals, OP, LLC npeak are ern Nevad entity pro nt referral	land s ("Heal likely t da or viding patter	and accurate. The undersigne ales, leases or exchanges wit lithpeak"), a Real Estate Investo include numerous healthcairits affiliates ("UMCSN") designated health services, rns. Individual shareholders a	hout the stment re provealthpe including	ne completed disclosu Trust publicly traded iders and immediate eak and Affiliated Ent ing UMCSN or patien	ure form. As of the on the New York family members of ity have no actual t referral patterns.
Signature	— Signed by: Clunistian E. — 5DA19AB8DE91478.	Weber				Print Name Ch	nristian E	. Wel	ber			
Vice Preside	ent					June 16, 2025						
Title						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
* UMC employee means an e	employee of University Medica	al Center of Southern Nevada	
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	ationship by marriage.	
"To the second degree of of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as

- 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

# **DISCLOSURE OF RELATIONSHIP**

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Emerging Issues	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation:		
That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)		

**FISCAL IMPACT:** 

None

**BACKGROUND:** 

None

Cleared for Agenda June 18, 2025

Agenda Item#