



UMC Audit and Finance Committee Meeting

Wednesday, October 22, 2025 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

901 Rancho Lane

Las Vegas, NV

AGENDA

**University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
October 22, 2025 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Suite (1st 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 <https://notice.nv.gov/>, and at 901 Rancho Lane, 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 September 17, 2025. *(For possible action).*
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive the monthly and year-to-date financial report for September FY26; and direct staff accordingly. *(For possible action)*
5. Receive an update from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

6. Review and recommend for ratification by the Governing Board the Fifth Amendment to the Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
7. Review and recommend for approval by the Governing Board the Amendment One to the Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Purchaser Specific Agreement with Laboratory Corporation of America; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the First Amendment to Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) with Nicholas M. D'Alesio, DO; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Master Services Agreement and Order Forms with Bluesight, Inc. for pharmacy procurement, inventory management and compliance solutions; authorize the Chief Executive Officer to exercise any extension options and execute future amendments and Order Forms within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Equipment Schedule No. 019 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Agreement for Construction Management Services with Grand Canyon Construction, Inc.; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Terms and Conditions of Appointment for Resident Physician template agreement; authorize the Chief Executive Officer to exercise any extension options and amendments; 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)*

SECTION 4: CLOSED SESSION

15. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

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
September 17, 2025**

Emerald Conference Room
Delta Point Building, 1st Floor
901 Rancho Lane
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 2:00 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

Robyn Caspersen
Bill Noonan
Mary Lynn Palenik (via WebEx)
Christian Haase (via WebEx)

Absent:

Harry Hagerty(Excused)

Others Present:

Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Doug Metzger, Controller
Bud Shawl, Executive Director of Continuum of Care
Chris Jones, Executive Director of Support Services
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 August 20, 2025. *(For possible action)*

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial reports for August FY26; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for August FY2026, the second month of the new fiscal year.

Volumes were good for the month. Admissions were slightly below budget. ADC was 366 and length of stay was 5.69 days. Hospital acuity was 1.90 and Medicare CMI was 2.22.

Inpatient surgeries were below budget by 18 cases. Outpatient surgeries were 39 cases below budget. There were 15 transplants. The overall ER visits were above budget 654 visits; the ED to observation/admission was 21%. Ms. Wakem noted that Renown Hospital in northern Nevada now has a kidney transplant program.

Quick care and primary care volumes were slightly below budget but higher than the previous year. There were 654 telehealth visits. Ortho clinic visits were strong, nearly 500 cases above budget, and there were 145 deliveries for the month, setting a record. The Crisis Stabilization Center was significantly under budget but increased compared to the previous month.

Deb Fox made a brief comment regarding the transplant program at Renown Hospital.

Member Noonan asked if there was a reason for the decline in volume at the quick care locations. Mr. Marinello mentioned the challenges at quick care locations and the operational strategies that have been implemented to improve volumes at several locations.

Compared to the 12-month average, trended stats show a slight increase in length of stay, attributed to high-acuity patients during the month. Inpatient and outpatient surgical cases were below the 12-month average. Quick care volumes declined and are being monitored closely. Orthopedic cases increased by 356 visits. Deliveries reached a record level against the 12-month average. The volume at the Crisis Stabilization Center is rising. The team is working on obtaining approval for the site to be designated as a location for behavioral health.

The payor mix trend was briefly reviewed and aligned with the 12-month average. Payor mix by type was provided for informational purposes. There was ongoing discussion about the causes of the month-over-month volume shift in outpatient surgical cases.

The income statement for August showed net patient revenue down \$3 million, due to the lower-than-expected impact of the supplemental payment program. Supplemental payments were \$2 million less than anticipated. Other revenue was below budget \$1.3 million due to losses from the Crisis Stabilization Center. The county is working with the hospital to help equalize lost revenue and the team is reviewing opportunities to reduce cost. Expenses were down \$4.3 million. EBIDTA was \$3 million on a budget of \$1.9 million.

Year to date, net patient revenue was down \$5.25 million; other revenue was down \$900K. Total operating revenue was \$6.1 million below budget. Operating expenses were \$5.9 below budget. EBIDTA was \$2.5 million on a budget of \$3.6 million.

Ms. Wakem briefly reviewed the budget for the Crisis Stabilization slide. She noted that although an expected volume of 1,500 was planned, only a small portion has been observed so far, revenue is significantly lower than anticipated, and operating expenses are high. Total losses were \$752K for the month. She informed the Committee that the County will reimburse UMC a total of \$5 million, in an effort to reduce the losses incurred.

Mr. Shawl mentioned that the volume has increased slightly so far for September, but it will not reach the targeted budget. The CSC has been approved as a destination for L2K patients by the Southern Nevada Health District, but the volumes will not be realized for approximately 60-90 days. Currently, 13-14 patients are seen per day, which is below the expected 24-28 patients daily.

The Committee inquired whether the hospital would be closer to on-budget status after the 60–90-day period. Mr. Shawl responded that geography significantly affects the volumes at the CSC, but the team is implementing strategies to manage expenses. There was ongoing discussion regarding patient volume and staffing challenges.

Salaries were \$580K below budget. Ms. Wakem observed that SWB per FTE exceeded expectations. Mr. Marinello briefly mentioned staffing restructuring currently taking place.

All other expenses were \$3.7 million under budget due to Cath lab, surgical supplies, and 340B revenue. Purchased services was also lower.

Key financial indicators were reviewed for profitability, labor, liquidity, and cash collections. Net to gross was lower than budget. Labor was in the green, with the exception of SWB as a percentage of net revenue. Liquidity was in the green, with the exception of the candidate for bill. Ms. Wakem commented that there are still outstanding supplemental payments. The cash collection goals were met. except for the point of service goal, which was just short of the target.

Cash flow for August balance sheet highlights were reviewed briefly. Supplemental payments were received in the month.

Period 13 remains open until the audit is complete with the BDO auditors.

FINAL ACTION TAKEN:
None

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

BDO Audit:

Ms. Wakem informed the Committee that the audit is in the testing phase. Period 13 entries are expected to be finalized in October. BDO will provide a presentation to the Committee in November.

Internal Audit:

An offer has been extended to a candidate and accepted. The new internal auditor will start on October 14th and will be introduced to the Committee at a future meeting.

Medicaid Cyber Security Breach:

Ms. Wakem reminded the Committee that the State of Medicaid had a cyber security breach, which will delay the start of the new supplemental payment program.

Legislative Session Update:

Anticipating that there will be a special session at the State.

FINAL ACTION TAKEN:
None taken

ITEM NO. 6 Review and recommend for approval by the Governing Board the Amendment to Facility Agreement with Anthem Blue Cross and Blue Shield and HMO Colorado, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:
- Anthem BCBS Medicaid Amendment - redact
- Disclosure of Ownership

DISCUSSION:

This Amendment will add the Crisis Stabilization Center as a location and updates the rates performed.

FINAL ACTION TAKEN:

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

ITEM NO. 7 Review and recommend for ratification by the Governing Board the Third Amendment to Preferred Provider Agreements with Culinary

Health Fund Administrative Services, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Preferred Provider Agreement – Amendment 3 - Redacted
- Disclosure of Ownership

DISCUSSION:

The amendment was entered into to be effective as of September 1, 2025. allowing UMC to realize the increased reimbursement rate for Urgent Care Services.

FINAL ACTION TAKEN:

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

ITEM NO. 8 Review and recommend for approval by the Governing Board the Network Provider Agreement with Nomi Health, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Provider Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This new agreement establishes rates and reimbursements for covered services for a term of 3 years.

FINAL ACTION TAKEN:

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

ITEM NO. 9 Review and recommend for approval by the Governing Board the Amendment Ten to the Primary Care Physician Participation Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Participation Agreement – Amendment 10
- Disclosure of Ownership

DISCUSSION:

This is a request to approve the amendment to the agreement which will update and add Performance Incentive Program details to the existing agreement.

FINAL ACTION TAKEN:

A motion was made by Member Noonan 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 ratification by the Governing Board the Letter of Understanding with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Letter of Understanding
- Disclosure of Ownership

DISCUSSION:

UMC is currently in negotiations with P3. This Letter of Understanding extends the termination date of the agreement through the end of the year. Ratification was necessary as the agreement was due to terminate in August, and the parties needed additional time for negotiation of a new agreement.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Amendment to Individual/Group Provider Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Amendment to Service Agreement - Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment will add a customized compensation fee schedule for primary care covered services to Teacher Health Trust insureds.

FINAL ACTION TAKEN:

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

- ITEM NO. 12 Review and recommend for approval by the Governing Board the Services Agreement with Comprehensive Care Services, Inc. for Perfusion Services and Equipment; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Profusion Service Agreement
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a new agreement with GPO pricing. Rates will remain the same. The agreement will provide perfusion equipment, technicians, and services on an as needed basis.

FINAL ACTION TAKEN:

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

- ITEM NO. 13 Review and recommend for approval by the Governing Board the Second Amendment to Master Services Agreement with HealthCare Inspired, LLC for Coding Support Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Master Service Agreement – Amendment 2
- Disclosure of Ownership

DISCUSSION:

This amendment will provide UMC with remote specialty coding services. This amendment is a one-year term.

FINAL ACTION TAKEN:

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

- ITEM NO. 14 Review and recommend for approval by the Governing Board the Professional Services Agreement for Teleradiology Clinical Services with Real Radiology, LLC; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Professional Service Agreement
- Disclosure of Ownership

DISCUSSION:

The Provider will offer UMC board-eligible teleradiology clinical coverage. This is a one-year agreement with an automatic renewal for another year and a 90-day cancellation clause before the anniversary date to prevent auto-renewal.

FINAL ACTION TAKEN:

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

ITEM NO. 15 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Five to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Master Professional Service Agreement/SOW – Amendment 5
- Disclosure of Ownership

DISCUSSION:

This 5th Amendment requests to extend the term for one year through 2026 and increase the funding.

Chair Caspersen asked how many radiologists are still needed at UMC. Chris Jones, Executive Director of Support Services, responded that it is a challenge nationwide for radiologists; there is a need for approximately 8 overnight radiologists.

Member Noonan recalled a presentation about the use of AI-assisted radiology services. Mr. Jones responded that AI is a tool used by radiologists to prioritize critical cases, but it does not interpret the images.

FINAL ACTION TAKEN:

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

SECTION 3: EMERGING ISSUES

ITEM NO. 16 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)

1. Presentation at a future Governing Board meeting regarding IT and AI service providers.

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 2:53 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

DRAFT

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

Issue: Monthly Financial Reports for September FY26	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee receive the monthly and year-to-date financial report for September FY26; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for September FY26 for the committee's review and direction.

Cleared for Agenda
October 22, 2025

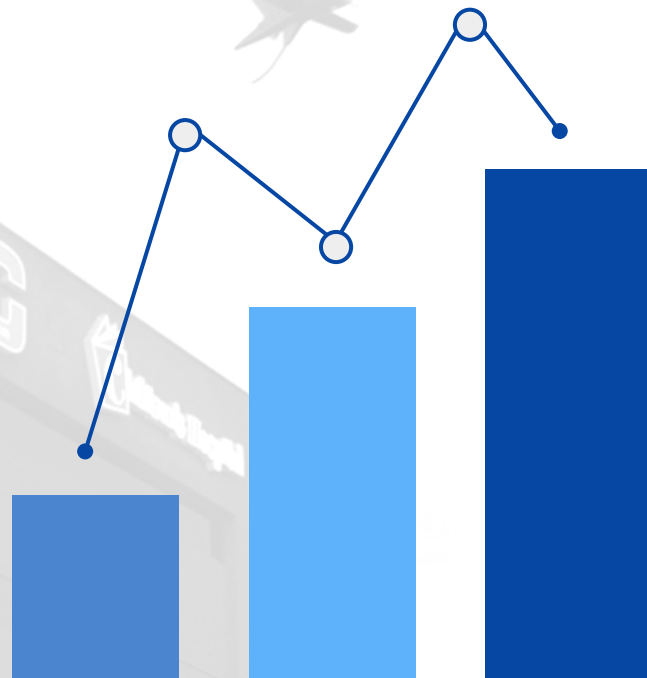
Agenda Item #

4



September 2025 Financials

AFC Meeting



KEY INDICATORS – SEP



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,750	18,439	(689)	(3.74%)	18,169	(420)	(2.31%)
Total Admissions	1,888	2,027	(139)	(6.86%)	1,829	59	3.23%
Observation Cases	732	926	(194)	(20.95%)	926	(194)	(20.95%)
ADC	361	379	(18)	(4.78%)	372	(11)	(3.02%)
ALOS (Admits)	5.71	5.61	0.10	1.78%	6.23	(0.52)	(8.35%)
ALOS (Obs)	1.19	1.30	(0.10)	(7.94%)	1.30	(0.10)	(7.94%)
Hospital CMI	1.88	1.90	(0.02)	(1.05%)	1.90	(0.03)	(1.05%)
Medicare CMI	2.08	2.13	(0.05)	(2.35%)	2.13	(0.05)	(2.35%)
IP Surgery Cases	833	819	14	1.71%	836	(3)	(0.36%)
OP Surgery Cases	637	668	(31)	(4.64%)	661	(24)	(3.63%)
Transplants	17	19	(2)	(10.53%)	19	(2)	(10.53%)
Total ER Visits	9,418	9,039	379	4.19%	8,949	469	5.24%
ED to Admission	13.46%	-	-	-	12.09%	1.37%	-
ED to Observation	7.33%	-	-	-	10.01%	(2.69%)	-
ED to Adm/Obs	20.79%	-	-	-	22.10%	(1.31%)	-
Quick Cares	15,441	16,369	(928)	(5.67%)	15,222	219	1.44%
Primary Care	7,073	7,505	(432)	(5.76%)	6,894	179	2.60%
UMC Telehealth - QC	342	467	(125)	(26.77%)	456	(114)	(25.00%)
OP Ortho Clinic	3,192	2,381	811	34.08%	1,961	1,231	62.77%
Deliveries	109	104	5	4.81%	104	5	4.81%
Crisis Stabilization Center	162	1,541	(1,379)	(89.49%)	-	162	100.00%

TRENDING STATS



	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	12-Mo Avg	Var
APDs	18,169	19,079	17,105	19,071	19,888	17,645	19,715	18,649	18,823	18,161	18,356	18,748	17,750	18,617	(868)
Total Admissions	1,829	1,911	1,855	2,142	2,164	2,019	2,117	2,036	2,079	1,992	2,024	1,983	1,888	2,013	(125)
Observation Cases	926	882	808	742	724	635	668	651	710	778	711	760	732	750	(18)
ADC	372	370	359	389	404	398	400	381	370	375	366	366	361	379	(18)
ALOS (Adm)	6.23	6.08	5.90	5.62	5.87	5.42	5.65	5.63	5.38	5.47	5.12	5.69	5.71	5.67	0.04
ALOS (Obs)	1.30	1.23	1.20	1.03	0.92	0.87	0.91	0.92	0.99	1.13	1.07	1.14	1.19	1.06	0.14
Hospital CMI	1.90	1.99	1.84	1.77	1.82	1.77	1.81	1.88	1.85	1.81	1.88	1.90	1.88	1.85	0.03
Medicare CMI	2.13	2.01	1.99	1.91	2.22	2.08	2.12	1.90	1.86	2.15	2.05	2.22	2.08	2.05	0.03
IP Surgery Cases	836	898	740	786	816	813	832	831	866	843	892	827	833	832	1
OP Surgery Cases	661	770	637	629	718	693	696	720	700	625	736	651	637	686	(49)
Transplants	19	15	15	17	13	20	15	17	17	20	14	15	17	16	1
Total ER Visits	8,949	9,076	8,907	10,010	9,564	8,625	9,685	9,585	9,663	9,098	9,353	9,694	9,418	9,351	67
ED to Admission	12.09%	12.68%	12.91%	13.56%	14.38%	16.32%	14.98%	14.86%	14.67%	14.45%	14.88%	13.46%	13.46%	14.10%	(0.64%)
ED to Observation	10.01%	8.97%	8.87%	6.91%	7.08%	6.75%	6.21%	6.28%	6.79%	7.63%	6.94%	7.47%	7.33%	7.49%	(0.17%)
ED to Adm/Obs	22.10%	21.65%	21.78%	20.47%	21.46%	23.07%	21.19%	21.14%	21.46%	22.08%	21.82%	20.93%	20.79%	21.60%	(0.81%)
Quick Care	15,678	16,516	17,282	21,610	21,066	17,943	18,862	17,245	16,278	14,173	13,988	15,862	15,441	17,209	(1,768)
Primary Care	6,894	7,772	6,300	6,759	8,108	7,198	7,705	8,055	7,289	6,729	7,199	6,679	7,073	7,224	(151)
UMC Telehealth - QC	456	410	535	540	620	476	444	417	357	371	371	346	342	445	(103)
OP Ortho Clinic	1,961	2,354	2,134	2,458	2,522	2,529	2,649	3,039	2,806	2,819	2,952	2,849	3,192	2,589	603
Deliveries	104	99	110	106	137	92	100	107	129	134	107	145	109	114	(5)
Crisis Stabilization Center	-	-	-	-	-	-	-	-	-	-	40	103	162	72	91

Payor Mix Trend



IP- Payor Mix 12 Mo Sep- 25

Fin Class	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	12-Mo Avg	Sep to Avg Var
Commercial	17.56%	18.12%	15.34%	16.95%	16.52%	17.76%	17.75%	18.10%	17.40%	16.46%	17.27%	18.04%	16.75%	17.27%	(0.52%)
Government	4.30%	4.15%	4.16%	4.26%	3.95%	4.12%	3.29%	3.25%	4.34%	4.27%	4.25%	4.18%	4.18%	4.04%	0.14%
Medicaid	41.22%	40.76%	40.72%	41.55%	40.63%	42.60%	41.26%	41.89%	43.19%	41.18%	41.67%	42.36%	39.18%	41.59%	(2.41%)
Medicare	31.56%	32.04%	33.44%	32.35%	34.73%	30.62%	31.99%	31.76%	30.55%	32.35%	31.57%	29.44%	34.91%	31.87%	3.04%
Self Pay	5.36%	4.93%	6.34%	4.89%	4.17%	4.90%	5.71%	5.00%	4.52%	5.74%	5.24%	5.98%	4.98%	5.23%	(0.25%)

Payor Mix by Type 12 Mo Avg Sep- 25

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	17.27%	18.97%	21.39%	33.20%
Government	4.04%	5.70%	5.39%	5.72%
Medicaid	41.59%	47.93%	36.69%	33.30%
Medicare	31.87%	16.20%	31.86%	26.10%
Self Pay	5.23%	11.21%	4.68%	1.68%

Payor Mix Trend



QC- Payor Mix by Location 12-Mo Avg

QC	Aliante QC	Centennial QC	Nellis QC	Peccole QC	Spring Valley QC	Summerlin QC	Sunset QC	Enterprise QC	Blue Diamond QC	Express Care LAS
Commercial	54.14%	63.21%	32.70%	56.36%	48.92%	44.72%	56.80%	25.81%	68.51%	74.80%
Government	3.41%	3.81%	1.23%	1.77%	1.54%	2.16%	2.74%	20.21%	1.93%	1.26%
Medicaid	28.85%	13.74%	47.77%	14.92%	25.90%	25.84%	20.55%	41.40%	13.20%	7.79%
Medicare	9.23%	15.08%	13.02%	22.51%	17.08%	22.16%	15.19%	7.95%	12.36%	5.73%
Self Pay	4.37%	4.16%	5.28%	4.44%	6.56%	5.12%	4.72%	4.63%	4.00%	10.42%

PC- Payor Mix by Location 12-Mo Avg

PC	Aliante PC	Centennial PC	Nellis PC	Peccole PC	Spring Valley PC	Summerlin PC	Sunset PC	Southern Highlands PC	PC Wellness	PC at Medical District
Commercial	57.96%	47.82%	32.34%	49.92%	42.11%	43.21%	47.07%	56.47%	50.45%	39.49%
Government	1.58%	1.62%	0.74%	0.80%	0.53%	0.56%	1.15%	0.73%	0.45%	1.00%
Medicaid	20.98%	13.31%	34.26%	16.29%	19.24%	16.26%	14.63%	11.95%	28.96%	35.65%
Medicare	18.05%	36.76%	30.22%	31.57%	37.08%	38.93%	35.81%	28.67%	19.91%	13.08%
Self Pay	1.44%	0.49%	2.44%	1.42%	1.04%	1.04%	1.34%	2.18%	0.23%	10.78%

SUMMARY INCOME STATEMENT – SEP



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$498,927,524	\$470,541,152	\$28,386,372	6.03%	●
Net Patient Revenue	\$83,542,442	\$85,451,457	(\$1,909,015)	(2.23%)	●
Other Revenue	\$3,718,679	\$4,273,283	(\$554,603)	(12.98%)	●
Total Operating Revenue	\$87,261,121	\$89,724,739	(\$2,463,618)	(2.75%)	●
Net Patient Revenue as a % of Gross	16.74%	18.16%	(1.42%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$90,432,430	\$93,347,793	(\$2,915,364)	(3.12%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$3,171,308)	(\$3,623,054)	\$451,745	12.47%	●
Add back: Depr & Amort.	\$4,615,892	\$4,914,380	(\$298,488)	(6.07%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$1,444,583	\$1,291,326	\$153,258	11.87%	●
EBITDA Margin	1.66%	1.44%	0.22%	-	●

SUMMARY INCOME STATEMENT – YTD SEP



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$1,504,580,708	\$1,431,384,987	\$73,195,721	5.11%	●
Net Patient Revenue	\$251,124,851	\$258,239,805	(\$7,114,954)	(2.76%)	●
Other Revenue	\$11,740,935	\$13,193,196	(\$1,452,262)	(11.01%)	●
Total Operating Revenue	\$262,865,785	\$271,433,001	(\$8,567,216)	(3.16%)	●
Net Patient Revenue as a % of Gross	16.69%	18.04%	(1.35%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$272,576,728	\$281,367,007	(\$8,790,279)	(3.12%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$9,710,943)	(\$9,934,006)	\$223,063	2.25%	●
Add back: Depr & Amort.	\$13,658,783	\$14,784,942	(\$1,126,159)	(7.62%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$3,947,840	\$4,850,935	(\$903,096)	(18.62%)	●

SALARY & BENEFIT EXPENSE – SEP



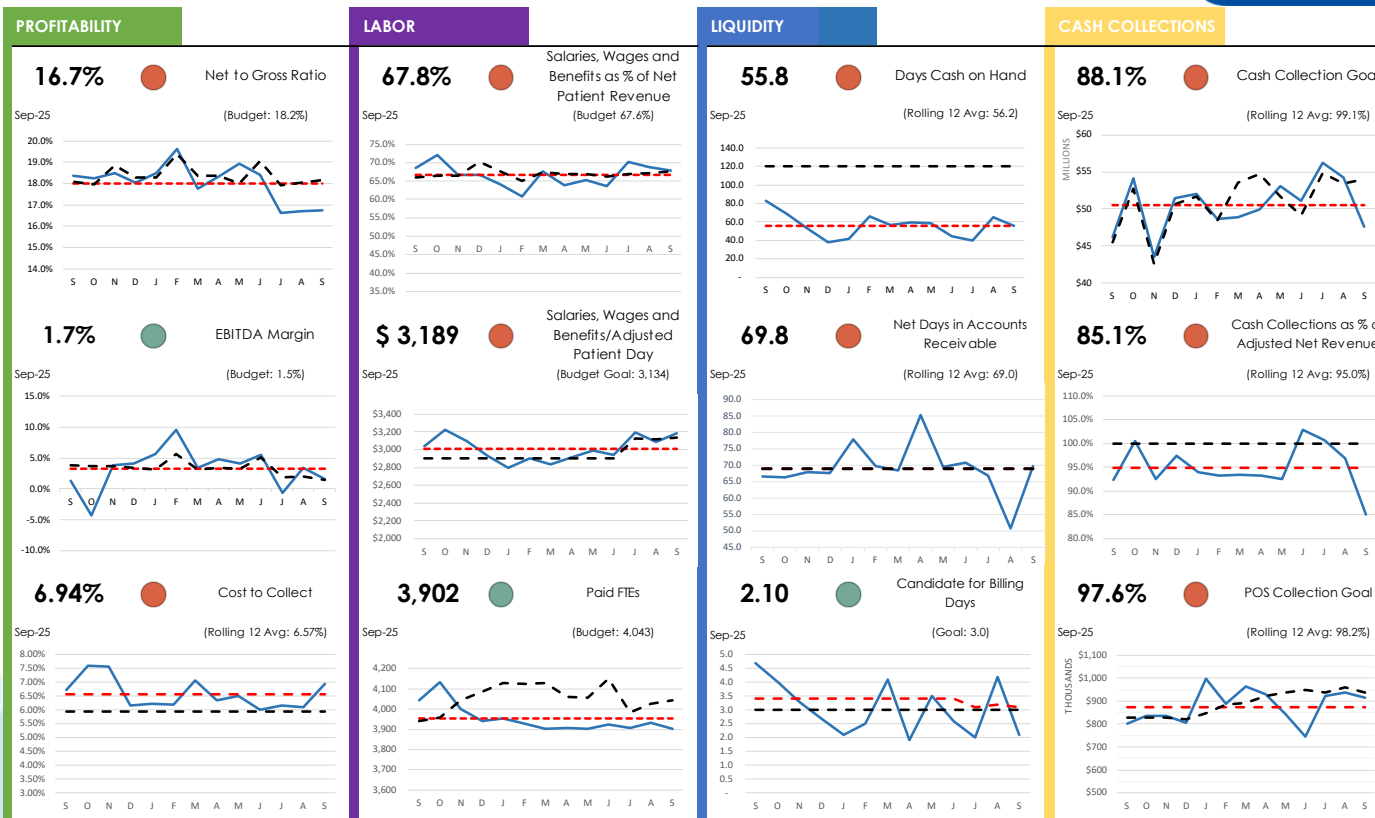
	Actual	Budget	Variance	% Variance	
Salaries	\$37,091,455	\$38,548,654	(\$1,457,200)	(3.78%)	●
Benefits	\$17,582,564	\$17,041,707	\$540,857	3.17%	●
Overtime	\$514,367	\$906,109	(\$391,742)	(43.23%)	●
Contract Labor	\$1,420,575	\$1,294,843	\$125,732	9.71%	●
TOTAL	\$56,608,961	\$57,791,313	(\$1,182,352)	(2.05%)	●
Paid FTEs	3,902	4,043	(141)	(3.50%)	●
Paid FTEs (Flex)	3,902	4,093	(191)	(4.67%)	●
SWB per FTE	\$14,508	\$14,293	\$215	1.50%	●
SWB/APD	\$3,189	\$3,134	\$55	1.76%	●
SWB % of Net	67.76%	67.63%	-	0.13%	●
AEPOB	6.59	6.58	0.02	0.25%	●

EXPENSES – SEP



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,803,985	\$2,809,082	(\$5,097)	(0.18%)	●
Supplies	\$16,489,248	\$17,728,513	(\$1,239,265)	(6.99%)	●
Purchased Services	\$7,039,896	\$7,250,999	(\$211,104)	(2.91%)	●
Depreciation	\$2,857,217	\$3,052,112	(\$194,895)	(6.39%)	●
Amortization	\$1,758,675	\$1,862,268	(\$103,593)	(5.56%)	●
Repairs & Maintenance	\$1,060,934	\$984,645	\$76,289	7.75%	●
Utilities	\$625,372	\$621,602	\$3,770	0.61%	●
Other Expenses	\$1,082,528	\$1,072,061	\$10,467	0.98%	●
Rental	\$105,615	\$175,200	(\$69,584)	(39.72%)	●
Total Other Expenses	\$33,823,469	\$35,556,481	(\$1,733,012)	(4.87%)	●

KEY FINANCIAL INDICATORS – SEP



Actual
Rolling Average
Target

ORGANIZATIONAL GOALS FINANCE/OPERATIONS SEP



	Q1	Target
Exceed fiscal year budgeted EBITDA	\$3,947,839	\$4,850,935
Discharged to home ALOS with a target equal to or less than 4.01	4.03	4.01
Labor utilization with a target equal to or less than Adjusted EPOB of 6.26 or SWB per APD of \$2,614 (excluding providers)		
SWB per APD of \$2,614	\$2,617	\$2,614
Adjusted EPOB of 6.26	6.18	6.26
Develop and execute a revenue capture initiative to improve NPSR by \$7.5M, focused on denial reduction and documentation accuracy	2,013,696	(7,500,000)

FY26 CASH FLOW



	Sept 2025	Aug 2025	July 2025	YTD of FY2026
Operating Activities				
Cash received from patients and payors	53,356,524	160,357,890	68,995,859	282,710,273
Cash paid to vendors	(34,114,007)	(36,092,701)	(31,690,864)	(134,079,326)
Cash paid to employees	(47,472,264)	(47,520,066)	(50,400,517)	(113,211,094)
Other operating receipts/(disbursements)	3,472,123	2,493,933	2,713,466	8,679,522
Net cash provided by/(used in) operations	(24,757,624)	79,239,056	(10,382,056)	44,099,376
Investing Activities				
Purchase of property and equipment, net	(4,192,235)	(729,966)	(4,347,268)	(9,269,469)
Interest received	506,286	340,084	368,669	1,215,040
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	(6,216,846)	(206,551)	7,697,267	1,273,869
Net cash provided by/(used in) investing activities	(9,902,795)	(596,433)	3,718,668	(6,780,560)
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	-	-	-
Increase/(decrease) in cash	(34,660,418)	78,642,622	(6,663,388)	37,318,816
Cash beginning of period	124,776,658	46,134,035	52,797,423	52,797,423
Cash end of period	90,116,239	124,776,658	46,134,035	90,116,239
Unrestricted cash	90,116,239	124,776,658	46,134,035	90,116,239
Cash restricted by donor	4,465,858	4,444,142	4,360,110	4,465,858
Internally designated cash	74,105,929	67,889,083	67,682,531	74,105,929

FY26 BALANCE SHEET HIGHLIGHTS



	Sep 2025	Aug 2025	Jul 2025
CASH			
Unrestricted	\$ 90.1	\$ 124.8	\$ 46.1
Restricted by donor	4.5	4.4	4.4
Internally designated	74.1	67.9	67.7
	\$ 168.7	\$ 197.1	\$ 118.2
NET WORKING CAPITAL	\$ 193.5	\$ 204.2	\$ 204.2
NET PP&E	\$ 308.8	\$ 300.0	\$ 300.1
LONG-TERM DEBT	\$ -	\$ -	\$ -
NET PENSION LIABILITY	\$ 676.7	\$ 676.7	\$ 676.7
NET POSITION	\$ (199.4)	\$ (196.3)	\$ (194.7)

**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	
Recommendation: That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 22, 2025

Agenda Item #

5

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	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
6	NRS 332.115(1)(f)	No	United Healthcare Insurance Company	5th Amendment to Facility Participation Agmt.	Yes	Extend through 11/30/2025	180 days w/out cause	Revenue based on volume	Mangaged Care	Amendment to extend the expiration of the agreement through 11/30/25
7	NRS 332.115(1)(f)	No	OptumCare	1st Amendment to Provider Group Svcs. Agmt.	No	Extend through 7/31/2027	90 days w/out casue	Revenue based on volume	Mangaged Care	Amendment to extend the term of the Agreement for 2 years, increase reimbursment rates, and to add specialties to the compensation Exhibit C

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/Condit ions the Same?	This Contract Term	Out Clause	Contract Value	Capital / Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
8	NRS 332.115(4) NRS 450.530	Yes	Laboratory Corporation of America	New Contract	N/A	Three Years	This Agreement may be terminated by UMC for its convenience after 30 days’ prior written notice.	Not-to-Exceed \$8,600,000 in aggregate (Year 1: \$3,000,000; Year 2: \$2,800,000; Year 3: \$2,800,000)	None	HPG Preferred Pricing	Pathology	This request is for approval of the Purchaser Specific Agreement (the “Agreement”) with Laboratory Corporation of America (“LabCorp”) for the UMC laboratory's crucial access to outside testing services for UMC patients. Outside testing services allow for testing that UMC is unable to complete internally. A portion of this goes to Cedars-Sinai Medical Center for renal biopsies ordered by the Transplant Program.
9	NRS 332.115(1)(b)	No	Nicholas M. D’Alesio, DO	Amendment	No	1 year	180 days for convenience	NTE \$720,000 annually; \$900,000 annually for add'l shifts	None	Increase of \$425 per shift	Radiology Providers	This request is for approval of an increase to the Professional Services Agreement with Nicholas M. D’Alesio, DO, entered into on November 18, 2024, for individual diagnostic teleradiology coverage. This amends the Agreement for the renewal term with an increased rate per shift of \$4,000 (previously \$3,575), reflecting a new not-to-exceed annual compensation of \$720,000. If additional shifts are worked, the compensation will increase, not exceed \$900,000 annually (previously \$804,375).
10	NRS 332.115.1(g) NRS 332.115.1(h) NRS 332.115.4	No	Bluesight, Inc.	New Contract	N/A	3 Years, with Two (1)-Year Options	On or after 11/1/2027, 90 days w/o cause	Base Agreement NTE \$937,945.10	Support Services included in the Subscription Fees	Savings CostCheck: Est. \$400,000 to \$500,000 annually in medication costs	Pharmacy	This agreement, wherein the rates are subject to annual increases of up to 4%, is to provide hardware and software pharmacy procurement, inventory management and compliance solutions. They are the following: • CostCheck - a web-based drug procurement data and supply chain software that utilizes pharmacist-designed workflows for optimized supply chain management, to help UMC manage and stock pharmacy inventory by providing real-time insights on drug pricing, GPO compliance and 340B optimization. It offers transparency to all available drug options to ensure hospital gets the least expensive drug prices. • ControlCheck - a web-based controlled substance software that will assist UMC in auditing and tracking its controlled substances by integrating data from automatic dispensing cabinets, electronic medical records, and other hospital technology solutions; it is specifically designed to detect and prevent drug diversion. • KitCheck - is an automated RFID-enabled medication management system; pharmacy staff can scan each kit or tray using the RFID scanning box, and immediately identify missing items, extra items, and expired and soon-to-be expired inventory. Bluesight will provide hardware (i.e., 1 scanning station and 1 barcode scanner), a web-based software to automate UMC’s pharmacy kit processing, and RFID Tags. • 340BCheck - is a web-based 340B compliance software designed to maintain compliance with the 340B drug pricing program; it automates and provides 340B data from consolidated information from various sources and provides guided workflows to ensure audit readiness.
11	NRS 450.525	Yes	Stryker	Equipment Schedule	Yes	Five Years	Budget Act and Fiscal Fund Out	Not-to-Exceed \$3,699,546.60	None	N/A	OR	Staff request Board approval for Equipment Schedule No. 019, which pertains to the replacement of the Neptune 3 systems and docking stations. The objectives of this initiative include reducing disposable costs associated with the Neptune system and enhancing UMC’s current inventory.
12	NRS 332.115(1)(b)	No	Grand Canyon Construction, Inc.	New Contract	N/A	Three Years	This Agreement may be terminated by UMC for its convenience after 15 days’ prior notice.	Not-to-Exceed \$1,186,350.00	Capital Project 26-005	N/A	Executive Office	This request is to enter into the Agreement for Construction Management Services for UMC’s Acute Rehab Center Project (the “Agreement”) with Grand Canyon Construction, Inc. D/B/A Grand Canyon Development Partners (“Grand Canyon”). Grand Canyon will provide services through three separate phases of the contemplated Acute Rehab Center Project (“Project”). The Project, as envisioned, is a 30-bed rehab unit, anticipated to be on the fourth and fifth floors of the UMC Trauma Building. The phases are preconstruction, construction, and closeout. During each phase, Grand Canyon will work with UMC’s architect and staff to, in part, ensure a general contractor is selected, assist in permitting and monitoring of site plans, oversee the work of contractors, attend construction meetings, and finalize the closeout process.
13	n/a	No	Terms and Conditions of Appointment GME	New Contract	N/A	TBD	n/a	TBD	None	N/A	Academic Affairs	This request seeks approval for the template agreement that will be utilized by UMC in the employment of resident physicians within the Radiology Residency Program. The agreement delineates the respective obligations of both the resident and UMC, as well as various additional terms and conditions applicable throughout the program year.

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

Issue:	Ratification of the Fifth Amendment to the Facility Participation Agreement with United Healthcare Insurance Company	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 Fifth Amendment to the Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5430.011
 Fund Number: 3000850000
 Description: Managed Care Services
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
 Term: Extended through November 30, 2025
 Amount: Revenue based on volume
 Out Clause: 180 days without cause

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

BACKGROUND:

Since 2024, UMC has had an Agreement with United Healthcare Insurance Company to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities.

The First Amendment (i) extended the term of the Agreement through October 31, 2022; and (ii) replaced the All Payer Appendix dated July 1, 2017, with the All-Payer Appendix dated November 1, 2019. The Second Amendment (i) updated the language in Appendix 2's "Benefit Plan Descriptions; (ii) added the "Medicare Advantage Regulatory Requirements Appendix", and (iii) added the "Payment Appendix" into the Agreement. The Third Amendment (i) extended the term of the Agreement through October 31, 2025; (ii) replaced the All Payer Appendix dated November 1, 2019, with the All Payer Appendix dated November 1, 2022, and (iii) updated language related to Maintenance of and Access to Records as well as Time to file claims. The Fourth Amendment updated the Urgent Care Payment Appendix to be effective July 1, 2023.

This request is for ratification of the Fifth Amendment, which needed to be entered into immediately to extend the expiration date until November 30, 2025. Ratification was also necessary as the parties work together in good faith to renegotiate new terms.

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.

Cleared for Agenda
October 22, 2025

Agenda Item #

6

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

FIFTH Amendment to the Facility Participation Agreement

This FIFTH AMENDMENT (the "Amendment") is to the Facility Participation Agreement, between UnitedHealthcare Insurance Company, contracting on behalf of itself, PacifiCare of Nevada, Inc. and other entities that are United's Affiliates (collectively, "United") and University Medical of Southern Nevada ("Facility").

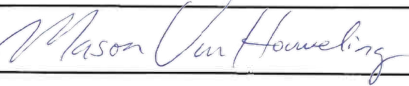
WHEREAS, the parties have previously executed the Facility Participation Agreement (the "Agreement") effective May 15, 2004, as amended; and

WHEREAS, the parties mutually desire to modify certain aspects of their business relationship.

NOW, THEREFORE, in consideration of the premises and for the other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.
2. Section 8.1 Term. This Agreement shall be extended for a thirty (30) day term period, beginning on November 1, 2025, and ending November 30, 2025 at 11:59pm. Both parties agree to continue to work together in good faith to negotiate new terms no later than October 31, 2025, with an effective date of November 1, 2025.

All other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

UnitedHealthcare Insurance Company, on behalf of itself, PacifiCare of Nevada, Inc. and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature: 	Signature: 
Print Name: Jean McFarlane	Print Name: Mason Van Houweling
Title: Vice President, Network Management	Title: CEO
Date: 09/18/2025	Date: 9/18/2025

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: United HealthCare Services, Inc						
(Include d.b.a., if applicable)						
Street Address:		9900 Bren Road East		Website:		
City, State and Zip Code:		Minnetonka, MN 55343		POC Name:		
Telephone No:				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:		2716 N. Tenaya Way		Website:		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89128		Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

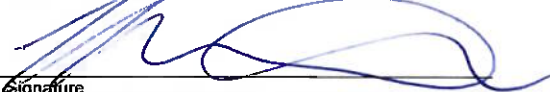
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
UnitedHealth Group Incorporated	Delaware Corporation (publicly traded as UHN)	100%

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

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

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

 Signature	HEATHER LANG Print Name
ASSISTANT SECRETARY Title	5/31/24 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Amendment to Provider Group Services Agreement with Optum Health Networks, Inc (f/k/a/ Life Print Health, Inc.) dba (“OptumCare”)	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 Amendment One to the Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5430.111
 Fund Center: 3000850000
 Description: Managed Care Services
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
 Term: 8/1/2025 through 7/31/2027
 Amount: Revenue based on volume
 Out Clause: 90 days w/o cause

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

BACKGROUND:

On November 1, 2022, UMC entered into a new Provider Group Services Agreement for Orthopedic and Anesthesia Coverage with Provider to provide the Services. Provider has provided emergency and on-call services with consultative coverage on a 24/7 basis to treat Hospital’s inpatients, outpatients, Emergency Department patients, and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. Staff also requested authorization for the Hospital CEO, at the end of the initial term, to exercise any extensions at his discretion if deemed beneficial to UMC.

This request is to approve the Amendment One to the Agreement, which extends the current expiration date through July 31, 2027, increases Orthopedic Surgery rates, and adds specialties to the Exhibit C compensation.

UMC’s Director of Managed Care has reviewed and recommends approval 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
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Amendment One to the Provider Group Services Agreement

This amendment ("Amendment One") is to the **Provider Group Services Agreement**, effective as of **November 1, 2022** (the "Agreement"), between **Optum Health Networks, Inc. fka Lifeprint Health, Inc.** (collectively, "Optum") and **University Medical Center of Southern Nevada** (the "Provider").

This Amendment is effective on **August 1, 2025** (the "Amendment Effective Date").

The parties agree to modify the Agreement as follows:

The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.

[1]. Article VII Section 7.1a is amended as follows:

The Term of this Agreement shall be extended for a two (2) year period beginning August 1, 2025, and ending at 11:59 pm (PST) July 31, 2027 ("Term"), unless either party terminates sooner without cause by giving ninety (90) days prior written notice. Provider agrees to send a written notice no less than ninety (90) days before the termination date with the intent to renew the contract.

[2]. Exhibit C Compensation will be deleted in its entirety and replaced with the attached Exhibit C – Medicare Payment .

All other provisions of the Agreement will remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the Amendment will control.

Optum Health Networks, Inc. fka Lifeprint Health, Inc. on behalf of itself, and its other affiliates, as signed by its authorized representative

University Medical Center of Southern Nevada, as signed by its authorized representative

Signature: _____

Signature: _____

Print Name: _____

Print Name and Title: _____
Mason VanHouweling, Chief Executive Officer

Title: _____

Date: _____

Date: _____

TIN: 886000436

Agreement Number: 01516143.0

EXHIBIT C
COMPENSATION
Applicability

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 2,154						
Corporate/Business Entity Name:		Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)				
(Include d.b.a., if applicable)		OptumCare				
Street Address:		2716 N. Tenaya Way		Website: www.optum.com		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name: Simone Cook, VP, Network and Contracting Email: simone.cook1@optum.com		
Telephone No:		(702) 242-7713		Fax No: (855)-275-4390		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Collaborative Care Holdings, LLC		100%
OptumHealth Holdings, LLC		100%
Optum, Inc.		100%
United Healthcare Services, Inc.		100%
UnitedHealth Group Incorporated		Publicly Traded

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

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

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

 Signature President & CEO Title	John C. Rhodes, MD Print Name April 23, 2025 Date
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DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Purchaser Specific Agreement with Laboratory Corporation of America	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 Purchaser Specific Agreement with Laboratory Corporation of America; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000707000	Funded Pgm/Grant: N/A
Description: Lab testing agreement	
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital) & 450.530 (GPO-HPG)	
Term: 3 yrs from Effective Date	
Amount: Approx. \$8,600,000 in aggregate (Year 1: \$3,000,000; Year 2: \$2,800,000; Year 3: \$2,800,000)	
Out Clause: 30 days' without cause	

BACKGROUND:

This request is for approval of a new Purchaser-Specific Agreement (the "Agreement") with Laboratory Corporation of America ("LabCorp") for the UMC laboratory's critical access to outside testing services for UMC patients. Outside testing services allow for testing that UMC is unable to complete internally, including testing sent out for renal biopsies ordered by the Transplant Program. UMC has a lengthy history of collaboration with LabCorp, and the vendor's services have proven valuable over the more than decade-long relationship.

The Agreement is for a term of three years and may be terminated at any time with 30 days' prior notice. Staff also requests authorization for UMC's CEO to execute future amendments and extensions if deemed beneficial to UMC.

This Agreement is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and

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a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Laboratory Services has reviewed and recommends approval of the Agreement, which has been approved as to form by UMC's Office of General Counsel.

Laboratory Corp of Amer Holdings (#379)

Purchaser Specific Agreement

THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is made effective as of the Effective Date (as defined in the text box below), by and between Laboratory Corporation of America (hereinafter “Vendor” or “Labcorp”), and the following entity noted in the text box below referred to as “Purchaser” or “Group”, as applicable, and is entered into in connection with that certain Purchasing Agreement, Agreement # HPG-379, dated March 1, 2025, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Vendor (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

<u>X</u> Purchaser Name: or Group Name: <i>(if Group, list of Affiliates of Group shall be attached as Exhibit 1 to this Agreement)</i>	University Medical Center of Southern Nevada
Address:	1800 W Charleston Blvd
City, ST, ZIP:	Las Vegas, NV 89102
Type:	☐ Acute Care ☐ Surgery Center ☐ Imaging Center ☐ Other
GPOID:	
Contact Person & Title:	Deb LaCava, Director of Laboratory Services
Contact Phone:	(702) 383-2413
Contact Email:	deb.lacava@umcsn.com
Effective Date:	Date of last signature of a party hereto

If noted, the above referenced Group is an entity authorized to enter into this Agreement on behalf of one or more Purchasers. In the event a Group enters into this Agreement, for purposes of this Agreement, “Purchaser” means each, separate Affiliate of Group listed on Exhibit 1 hereof, as may be amended by HealthTrust or the Purchaser with prior written notice given to Vendor at least thirty (30) days prior to the effective date to the start of Services for such Affiliate. Each Purchaser shall be directly bound under this Agreement; provided, however, a Purchaser shall not be responsible for any other Purchaser’s compliance with this Agreement.

1. LABORATORY SERVICES

1.1 **Services.** Vendor will provide the Services listed in Exhibit A of the Purchasing Agreement on an as-requested basis, in accordance with all applicable federal and state laws and regulations related to laboratory testing of human specimens in the United States of America (“Applicable Laws”). Vendor will perform the Services requested by any ordering physician or other legally authorized person (collectively, an “Authorized Person”) on a Requisition Form (as defined in Section 1.2 below) from Purchaser, and will deliver to Purchaser laboratory test reports that are consistent with applicable industry standards. Vendor owns and operates a clinical laboratory and employs and/or contracts with certified, licensed and/or qualified personnel.

1.2 **Collection and Shipment of Specimens; Requisition Forms; and Billing Information.** Vendor shall be responsible for arranging for shipping to Vendor’s laboratory facility and shall be responsible for all shipping costs from any locations in the United States to any Vendor laboratory facility. Purchaser agrees to use commercially reasonable efforts to have each specimen that is sent to Vendor meet the minimum specimen requirements outlined by Vendor from time to time, and to attach to all specimens a completed Vendor requisition form, or the electronic equivalent thereof, as may be in effect at any given time with the appropriate patient demographic and clinical

information (collectively, "Requisition Form"). Each Requisition Form will clearly indicate the laboratory testing Service ordered and whether or not the Authorized Person is requesting (i) the technical component ("TC") of a histology laboratory testing Service or (ii) a global laboratory testing histology Service (TC with professional interpretation) component "PC", collectively, "Global") be performed by Vendor for each such laboratory testing Service. If ordering a Third-Party Billed Test (as defined in Section 2 below), Purchaser will also attach to the Requisition Form or otherwise supply to Vendor all billing and patient information required to bill and collect from third party payers and/or other responsible parties, including, without limitation, payer identification, patient demographics, insurance identification numbers, Authorized Person's name and National Provider Identifier, applicable ICD-10 codes, whether the specimen was collected from a hospital in-patient, out-patient, or non-patient and such additional information as a third party payer and/or other responsible party may reasonably require (such information collectively referred to as "Billing Information"). If applicable and Purchaser is ordering a Third-Party Billed Test, Purchaser will also include any Advance Beneficiary Notice forms signed by Medicare patients prior to specimen collection. Purchaser agrees to use commercially reasonable efforts to ensure the accuracy and completeness of the Billing Information and that such information accompanies each specimen submitted for testing to Vendor. Purchaser, whenever feasible, will provide Billing Information via an electronic interface to Vendor.

1.3 Performance of Services. Upon receipt of an adequate specimen, Vendor will perform the laboratory testing Services ordered on the Requisition Form in accordance with industry standards, Applicable Laws, and the validation protocols established by Vendor. The specimens will be deemed by Vendor to be accepted for performance of laboratory testing when submitted with a completed Requisition Form and sent/delivered in accordance with the applicable specimen collection requirements. Any specimen received by Vendor without a completed Requisition Form will be deemed by Vendor to have not been accepted for performance of laboratory testing until such time as a completed Requisition Form has been received by Vendor. In the event that Vendor discovers any missing information on a Requisition Form or the specimen submitted for testing is otherwise inadequate, Vendor will use commercially reasonable efforts to notify Purchaser within twenty-four (24) hours of discovery of such deficiencies which prevents testing of the specimen.

1.4 Test Results and After Test Consultation. Vendor will promptly provide the Authorized Person with the results for each laboratory testing Service performed by it in a timely fashion via facsimile, electronic interface to Vendor laboratory information system or such other mechanism as may be mutually agreed upon from time to time. Any Global Services requested by Purchaser will include a written laboratory report with a PC interpretation by a qualified pathologist. Vendor and Purchaser agree that any such PC interpretation Services will be provided by pathologists that are either employed by Vendor or under contractual arrangement with Vendor to provide professional medical services as may be required by applicable state law. Upon request by an Authorized Person, Vendor will provide after-test telephone consultations on any Global test results to such Authorized Person in accordance with Applicable Laws.

2. BILLING

2.1 Third Party Billing.

a) Third Party Billing by Vendor. Unless an alternative arrangement has been agreed to in writing, Purchaser and Vendor agree that Vendor shall, when permitted by applicable Vendor's third party payer requirements and Applicable Laws, and as reflected on the Requisition Form, directly bill and collect from all federal, state and commercial health insurers, health plans, health maintenance organizations, federal or state health care payment programs (including Medicare and Medicaid), and other third party payers (collectively, "Third Party Payers"), for laboratory testing services provided to Purchaser. Without limiting the generality of the foregoing, both the TC and PC of all Services ordered by Purchaser and performed hereunder to any and all Third Party Payers unless Vendor does not have a contract with such payer or otherwise indicated by mutual agreement of Vendor and Purchaser for those situations in which Vendor is not contracted with a Third Party Payer and Purchaser is otherwise eligible to be reimbursed from such Third Party Payer for the Services. Furthermore, Purchaser agrees that Vendor will be responsible for billing the Professional Component (PC) of all Services ordered by Purchaser and performed hereunder to Medicare provided Vendor has had an opportunity to previously review the stain quality and other quality related measures prior to receiving such specimens whereby Vendor has not performed the TC. Purchaser also agrees that, except for those Services performed by Vendor requiring billing to be sent directly to Purchaser, as described in Section 2.2 of this Exhibit, Purchaser will indicate on the Requisition Form that Vendor should bill the appropriate Third Party Payer directly for any such Services performed. Purchaser also agrees that it will provide to Vendor all Billing Information necessary to bill Third Party Payers for the PC of Services ordered, even if the TC of such Services

will be billed back to Purchaser pursuant to Section 2.2 of this Exhibit. Purchaser further agrees that if Purchaser's designation of whether a testing Service should be billed to a Third Party Payer or back to Purchaser is incorrect, and because of this, Vendor is either unable to bill a Third Party Payer or is required to refund a payment to a Third Party Payer, Vendor may bill Purchaser for any such incorrectly designated tests and Purchaser will pay Vendor in accordance with Section 2.2 of this Exhibit.

b) Assignment of Billing Interests. Purchaser agrees that it will not bill or attempt to collect from any Third Party Payer for any Services to be billed by Vendor pursuant to Section 2.1(a) of this Exhibit (collectively, "Third Party-Billed Services"). If requested by Vendor, Purchaser will execute such documents as may be reasonably requested to assign all billing rights to Vendor for any Third Party-Billed Services. Vendor will comply at all times with all Applicable Laws, customary billing and collection practices and protocols in the anatomic pathology laboratory business and any Third Party Payer requirements pertaining to the billing and collecting of Third Party-Billed Services provided hereunder.

c) Vendor' Right to Bill Purchaser. In the event Vendor: (i) does not receive the Billing Information required for it to bill any Third Party-Billed Services within thirty (30) days of the date that any such Services are reported by Vendor; (ii) the Services were performed for patients who have no Third Party Payer coverage arrangements; (iii) the Third Party Payer identified by Purchaser on the Requisition Form denies financial responsibility for the Services and indicates that Purchaser is financially responsible (e.g., Purchaser has been reimbursed through a consolidated billing or other bundled payment arrangement); or (iv) the parties discover that the Third Party Payer identified by Purchaser on the Requisition Form should not have been billed due to Purchaser being financially responsible (e.g., Purchaser has been reimbursed through a consolidated billing or other bundled payment arrangement), Vendor will have the right to bill such Services to Purchaser in accordance with the procedure outlined in Section 2.2(b) of this Exhibit. In the event that Purchaser subsequently provides Vendor with Billing Information for such Services before paying the related invoice and Vendor is still able to be reimbursed by the applicable Third Party Payer, then Purchaser may pay the invoiced amount less any amounts for Services in which Billing Information was subsequently provided. If the invoice reflecting such Services has already been paid by Purchaser, provided that the Billing Information is provided to Vendor within the statutory or contractual time period required to bill and collect for such Services, Vendor will reflect a credit on the next invoice for such Services.

d) Cooperation with Respect to Service Information. Vendor and Purchaser will cooperate fully with one another to provide Billing Information and such other information and documentation as may be necessary to enable each of Vendor and Purchaser to bill for their respective portion of the Services performed under the Purchasing Agreement and to respond to inquiries relating to such tests. In the event that either Vendor or Purchaser receives a request for information, subpoena, or notification of an audit or inquiry from any Third Party Payer, patient, or other entity regarding any tests or claims submitted for such tests, the other agrees to cooperate fully and provide promptly all information and documentation reasonably requested by the party receiving the request or notification.

2.2 Purchaser Billing Arrangements for Certain Tests

a) Purchaser Billing for Certain Tests. Vendor will not directly bill Third Party Payers (including the Medicare program) for Services when Purchaser notifies Vendor on the Requisition Form that Purchaser should be billed for the Services ordered. Purchaser will be solely responsible for billing and collecting payments from all Third Party Payers for all Purchaser-Billed Services. Purchaser will comply at all times with all Applicable Laws, as well as applicable Third Party Payer requirements, rules and guidelines pertaining to the billing and collecting of Purchaser-Billed Services. Vendor agrees that it will not bill or collect from any Third Party Payers for any Purchaser-Billed Services and will look solely to Purchaser for payment, in accordance with Section 2.2(b) below.

b) Vendor Invoices to Purchaser. For all Purchaser-Billed Services, whether designated as such by Purchaser or indicated by the Billing Information or other information provided to Vendor, Vendor will prepare and submit an invoice to Purchaser no more frequently than monthly in accordance with the Price List attached as Exhibit 2 to this Agreement. The Price List attached as Exhibit 2 to this Agreement shall be made available to all Purchasers; provided, however, Vendor may extend special pricing on certain tests which are mutually agreeable to Purchaser and Vendor. In addition, Purchaser may choose to be a "Committed Customer" whereby Purchaser designates Vendor as their primary reference lab to perform Reference Lab Testing and to use Vendor for a minimum of 80% or more of their aggregate quarterly purchases of reference laboratory testing services. In the event Purchaser chooses to be a Committed Customer, Purchaser shall execute a [Committed PSA Document] and will be invoiced pursuant to the price list contained therein. Each invoice will identify each patient, the Purchaser-Billed Services performed on each such patient, and other information as reasonably agreed to by Vendor and Purchaser. Except for Services arising

under Section 2.1(a) or 2.1(c), invoices for Purchaser-Billed Services must be submitted to Purchaser within 45 days of the provision of the Service.

c) Payments to Vendor. Purchaser agrees to submit payment to Vendor for all Purchaser-Billed Services within thirty (30) days of receipt of each such invoice. In the event that Purchaser disputes any item on an invoice, it will use commercially reasonable efforts to notify Vendor within thirty (30) calendar days of the date of receipt of the invoice. Vendor and Purchaser will use their best efforts to resolve any disputed items within ten (10) calendar days of receipt of notice that an item or charge is in dispute. In the event that any disputed items or charges are not resolved at such time as payment is due, the balance of the invoice will be paid by Purchaser on a timely basis and the disputed item will be paid at such time as the dispute is resolved. In the event payment for the undisputed portion of an invoice is not received within sixty (60) days of the date of notice for two (2) consecutive months, from Vendor to Purchaser that an invoice is past due, and Purchaser fails to cure the breach during the sixty (60) day notice period, Vendor, in its sole discretion, may cease providing Services to Purchaser hereunder upon written notice to Purchaser, a copy of which will be provided to HealthTrust.

3. REGULATORY COMPLIANCE

3.1 Privacy and Security. In addition to the provisions of the Purchasing Agreement regarding HIPAA Requirements, Vendor and Purchaser shall comply with all Applicable Laws governing the privacy, confidentiality and security of health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and 45 CFR 164, Subpart E ("Privacy Regulations"), the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C ("Security Regulations"), the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D ("Notification Regulations"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). Vendor and Purchaser acknowledges and agrees that the terms of the Purchasing Agreement do not create a relationship that qualifies as a business associate relationship, as the parties each will be providing treatment services to applicable individuals as a "health care provider" (as defined under HIPAA) and thus each of Vendor and Purchaser serves as a "covered entity" (as defined under HIPAA). Notwithstanding the foregoing, each of Vendor and Purchaser shall provide the other with such information as reasonably necessary to perform their respective functions under this Exhibit.

3.2 Access to Books and Records. In addition to the provisions of the Purchasing Agreement regarding Vendor subcontracting Services, if the value or cost of Services rendered to Purchaser pursuant to this Exhibit is ten thousand dollars (\$10,000) or more over a twelve (12) month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Vendor agrees that at least for six (6) years after the furnishing of such Services, it will, upon written request, make available to the Secretary of DHHS, the Comptroller General of the U.S., or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. In the event Vendor enters into an agreement with a subcontractor to provide any of the Services set forth herein the value of which is \$10,000 or more over a twelve (12) month period, Vendor and subcontractor will enter into an agreement which contains the same right to access books, documents, and records as set forth in this Section 3.4, and such provision will survive the termination or expiration of the Purchasing Agreement.

3.3. Representations of Purchaser. In connection with the Services to be provided by Vendor pursuant to the Purchasing Agreement, Purchaser represents and warrants the following with respect to each specimen referred for testing Services to Vendor by Purchaser at the time referred:

- a) All Services requested by Purchaser will have been ordered by the Authorized Person duly noted on the Requisition Form and such Authorized Person will have been licensed to practice medicine (or such other allied health professional practice) in the state where the specimen originated and authorized under Applicable Laws to order such Services;
- b) All Services ordered by Purchaser will have been duly ordered by an Authorized Person who is not excluded, suspended or debarred from participation in the Medicare, Medicaid, or any other federal health care benefit program and is not excluded, suspended, or debarred from participation in federal government contract programs by the General Services Administration or by any other federal agency;

- c) All Services ordered by Purchaser will have been determined by the Authorized Person to be medically necessary and duly documented as such, in accordance with applicable standards of practice, in the patient's medical record;
 - d) All informed consents from, or notifications to, the patient or the patient's authorized representative required by Applicable Laws for Vendor to perform the Services ordered shall have been obtained by Purchaser ordering Services hereunder;
 - e) In the event Purchaser is responsible for performing the PC of a Service for which Vendor is responsible for performing the TC, all PC interpretations will have been performed by a duly trained, qualified, and licensed Authorized Person;
 - f) All Services ordered by Purchaser will have been ordered by an Authorized Person who is credentialed to participate in the Third Party Payer program represented on the Requisition Form as the applicable Third Party Payer; and
 - g) In the event that Vendor has performed the TC of a test and Purchaser is unable or unwilling to issue a final test report with a professional interpretation, Purchaser agrees that it will promptly inform Vendor that an interpretative report was not issued for such test and that Vendor may bill Purchaser for the TC Services pursuant to Section 2.2 of this Exhibit.
4. Vendor Performance Requirements. Customer is responsible for following the escalation process for any of the areas identified below:
- a) Telephone Response Time: Vendor shall provide free telephone support services 24/7/365. Standard- 80% of all calls will be answered within 20 seconds or less, an abandoned call rate of less than 5% of incoming calls, and an average wait time of 30 seconds or less. This shall be measured by Vendor on monthly telephone statistical analysis, which shall be performed on a divisional laboratory basis. The results of this analysis shall be provided to Purchaser upon request. Credit – If the above-stated performance standard is not met with respect to any Vendor divisional laboratory providing Services hereunder for the benefit of Purchaser and corrective action is not taken within 15 days of notification that such standard is not met, a 1% credit shall be issued to the invoice of Purchaser that utilizes the particular divisional laboratory for net sales over the applicable 30-day period for each failure of Vendor. Such credit shall be issued to Purchaser's invoice within thirty (30) days of the close of the month in which the performance standard was not met.
 - b) Turnaround Time (TAT) Performance. Standard –Turnaround Time ("TAT") is defined as the time the specimen is picked up from ordering facility until the time the result is reported. Vendor must meet the TAT schedule by 90% of the regional labs published turnaround time. If a Purchaser has identified a TAT problem and notified Vendor of the need for corrective action and corrective action has not satisfied the Purchasers' TAT issues within a reasonable period, however in no event greater than thirty (30) days, then Purchaser and Vendor shall select and mutually agree on a list of twenty-five (25) regionally performed Tests to be monitored by Vendor to determine whether Vendor's regional laboratory meets the TAT requirements under this Agreement. Credit – If the above-stated performance standard is not met within 15- days after notification of the need for corrective action, then Vendor will apply a 3% credit to the invoice for that Purchaser on the affected volume of test type submitted by Purchaser for each instance where a TAT standard was not met. Such credit shall be issued to Purchaser's invoice within thirty (30) days of the close of the month in which the corrective action was initiated and was not met.
 - c) Lost and Problem Specimens. Upon the request of Purchaser, Vendor shall provide to Purchaser reports on Purchaser's lost specimens and agrees to confer with such Purchasers to discuss resolution of any recurring problems relating to such lost or "Problem Specimens". A Problem Specimen shall be a specimen that could not be tested due to conditions that occurred while the specimen was in Vendor's possession, such as a specimen that thawed in transit. Credit –For each Purchaser's lost or Problem Specimen that was received at Vendor's testing facility according to Vendor's records and verified by Purchaser, Vendor is required to issue a \$100 credit per incident for a routine specimen and a \$500 credit for a non-routine specimen.
 - d) Missed Specimen Pick-up. Vendor is responsible for making pick-ups pursuant to its arrangement with each Purchaser. Some Purchasers will require weekend pick-ups as determined at the time the Purchaser is setup. Vendor is exempt from paying this penalty fee if the missed scheduled pick-

up is due to Acts of God or a life threatening weather condition. Penalty- For each missed scheduled specimen pick-up, Vendor is required to pay a \$25 missed scheduled pick-up per incident. Purchaser is required to notify Vendor within 24-hours of the incident.

- e) All requests for activation of performance penalties must be initiated by the customer using the Vendor service escalation process within 180 days from the date of the occurrence.

5. Indemnity:

Notwithstanding anything contained herein to the contrary, Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of this Agreement which may result from acts, omissions, or breach of this Agreement by Vendor, its employees, contractors or agents.

6. Term and Termination:

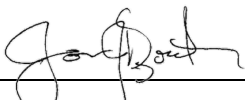
- a) This Agreement shall be effective as of the Effective Date and shall remain in effect for a three-year term, unless earlier terminated as provided herein.
- b) Termination for Cause: This provision shall be subject to the terms and conditions of the Purchasing Agreement.
- c) Termination for Convenience: This Agreement or any Order Forms may be terminated in whole or in part by Purchaser for its convenience, but only after Vendor is given not less than thirty (30) calendar days written notice of its intent to terminate.

7. Public Records Act: Notwithstanding Section 10.2 of the Purchasing Agreement and Section 3.1 of this Agreement, Vendor acknowledges that Purchaser is a public county owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to this Agreement which Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Vendor of its intention to seek injunctive relief in a Nevada court for protective order. Inmar shall indemnify, defend and hold harmless Purchaser from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Inmar documents in Purchaser's custody and control in which Vendor claims to be confidential and proprietary.

[Signatures Appear on the Following Page.]

Vendor and Purchaser hereby acknowledge acceptance of this Agreement by signing where indicated below by their duly authorized representatives.

VENDOR:

By: 
Name: Jen Booth
Title: VP-General Manager

Date: 9/26/2025

Notice Address:

Phone:

Fax:

PURCHASER or GROUP:

University Medical Center of Southern Nevada

By: _____
Name: Mason Van Houweling
Title: Chief Executive Officer

Date: _____

Notice Address:

University Medical Center of Southern Nevada

ATTN: Legal Department

1800 W Charleston Blvd

Las Vegas, NV 89102

Phone: (____) _____

Fax: (____) _____

Exhibit 1

List of Purchaser Affiliates (to be filled in for a Group)

List of Affiliate Locations Eligible to Order Services Pursuant to this Exhibit. Please include the full name, address, GPOID of each Affiliate location.



January 3rd, 2022

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

Re: Request for competitive bidding information regarding Reference Laboratory Testing Services.

Dear Mr. Goodnow:

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 Reference Laboratory Testing 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 on-line form for prospective vendor submission.

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



The above-described process was followed with respect to the Reference Laboratory Testing Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Reference Laboratory Testing Services category. A contract was executed with Laboratory Corp of America and Quest Diagnostics in January of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Laboratory Corporation of America				
(Include d.b.a., if applicable)						
Street Address:		7777 Forest Lane C350		Website: www.labcorp.com		
City, State and Zip Code:		Dallas, Texas 75230		POC Name: Marisa Bruhn		
				Email: volgenm@labcorp.com		
Telephone No:		972-598-6000		Fax No: 844-430 -1006		
Nevada Local Street Address: (If different from above)		Website:				
City, State and Zip Code:		Local Fax No:				
Local Telephone No:		Local POC Name:				
		Email:				

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

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

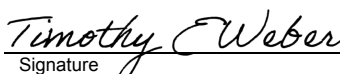
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

 Signature	Tim Weber Print Name
GM Title	18Jan'23 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
As Labcorp is a publicly traded company, we are unable to know with absolute certainty whether any individual members, partners, owners or principals of Labcorp 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. However, to the best of our knowledge, no shareholder holding more than 10% is currently 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.			

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Adam H. Schechter
Chairman, President and CEO

Lance V. Berberian
Executive Vice President and Chief Information and Technology Officer

Brian J. Caveney, M.D.
Executive Vice President, President, Diagnostics and Chief Medical Officer

Glenn A. Eisenberg
Executive Vice President and Chief Financial Officer

Paul R. N. Kirchgraber, M.D.
EVP and CEO of Early Development, Central Labs and Oncology

Thomas H. Pike
President and CEO of Clinical Development

Mark S. Schroeder
Executive Vice President and President of Diagnostics Laboratory Operations and
Global Supply Chain

Judi C. Seltz
Executive Vice President, Chief Human Resources Officer

Amy B. Summy
Executive Vice President and Chief Marketing Officer

Sandra D. van der Vaart
Executive Vice President, Chief Legal Officer, Chief Compliance Officer, and Corporate
Secretary

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

Issue:	First Amendment to Professional Services Agreement (Individual Diagnostic Teleradiology Coverage)	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 First Amendment to Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) with Nicholas M. D'Alesio, DO; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714000	Funded Pgm/Grant: N/A
Description: Amendment - Diagnostic Teleradiology Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 1 year with two, 1-year renewal options	
Amount: \$4,000 per shift, NTE \$720,000 annually; NTE \$900,000 annually for additional shift work	
Out Clause: Upon 180 days' written notice without cause	

BACKGROUND:

On May 7, 2024, the Board of Hospital Trustees approved the template Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) for use with various providers. UMC subsequently utilized the template agreement to contract with individual radiology providers for teleradiology coverage services.

This request is for approval of an increase to the Professional Services Agreement with Nicholas M. D'Alesio, DO, entered into on November 18, 2024, for individual diagnostic teleradiology coverage. This amends the Agreement for the renewal term with an increased rate per shift of \$4,000 (previously \$3,575), reflecting a new not-to-exceed annual compensation of \$720,000. If additional shifts are worked, the compensation will increase, not exceed \$900,000 annually (previously \$804,375).

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

Cleared for Agenda
October 22, 2025

Agenda Item #

9

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
(Individual Diagnostic Teleradiology Coverage)**

This First Amendment ("First Amendment") is effective as of the date last signed by the parties below ("First Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** ("Hospital"), and **Nicholas M. D'Alesio, DO** ("Provider").

WHEREAS, Hospital and Provider have agreed to that certain Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) dated November 18, 2024, (the "Agreement"); and

WHEREAS, Hospital and Provider wish to amend the Agreement in certain respects as provided in this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Provider hereby agree as follows:

1. Section V, 5.1, Compensation of Services in the Agreement is hereby deleted in its entirety and replaced with the following:

Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$4,000.00 per shift for the performance of the Services provided by Provider, with a total annual expected base compensation of \$720,000.00. Provider may at hospital request work additional shifts, provided however the annual compensation shall not exceed the total annual amount of \$900,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to Provider via electronic transfer of funds to an account specified in writing by Provider.

2. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

Nicholas M. D'Alesio, DO



Nicholas M. D'Alesio, DO

Date: 10/15/2025

University Medical Center of Southern Nevada

Mason Van Houweling
Chief Executive Officer

Date: _____

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☒ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>0</u>						
Corporate/Business Entity Name: <u>Sole Proprietor</u>						
(Include d.b.a., if applicable)						
Street Address: <u>211 Queenshall Rd</u>			Website:			
City, State and Zip Code: <u>Mocksville, NC 28117</u>			POC Name: <u>Self</u>			
Telephone No: <u>(850) 512-9882</u>			Email: <u>nicksdalesio@gmail.com</u>			
Local Telephone No:			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

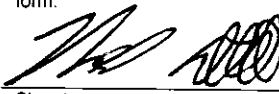
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Nicholas DAlesio	Self, Sole Proprietor	100

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

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

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

 Signature	<u>Nicholas DAlesio, D.O.</u> Print Name
Title	<u>10/16/2025</u> Date

DISCLOSURE OF RELATIONSHIP

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

N/A

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Master Services Agreement and Order Forms with Bluesight, 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 Master Services Agreement and Order Forms with Bluesight, Inc. for pharmacy procurement, inventory management and compliance solutions; authorize the Chief Executive Officer to exercise any extension options and execute future amendments and Order Forms within his yearly delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000717100	Funded Pgm/Grant: N/A
Description: CostCheck, ControlCheck, KitCheck & 340BCheck	
Bid/RFP/CBE: NRS 332.115.1(g) & (h) – Hardware & Software; and NRS 332.115.4 – Purchase of goods commonly used by a hospital	
Term: Master Services Agreement – Effective Date through the date on which there are no more Order Forms in effect	
Order Forms – Order Form Effective Date through 10/31/2028 with two, 1-year options	

Amount:

	<u>CostCheck</u>	<u>ControlCheck</u>	<u>KitCheck</u>	<u>340BCheck</u>
Year 1	\$15,881.25 (prorated)	\$62,500.00	\$21,000.00	\$28,125.00
Year 2	\$63,525.00	NTE \$64,900.00	NTE \$21,720.00	NTE \$29,250.00
Year 3	NTE \$66,066.00	NTE \$67,396.00	NTE \$22,468.80	NTE \$30,420.00
Year 4 (optional)	NTE \$68,708.64	NTE \$69,991.84	NTE \$23,247.55	NTE \$31,636.80
Year 5 (optional)	NTE \$71,456.99	NTE \$72,691.51	NTE \$24,057.45	NTE \$32,902.27

Miscellaneous Fees NTE \$10,000.00 per year or NTE \$50,000.00 for 5 years

Potential aggregate is NTE \$937,945.10 for five (5) years

Out Clause: 90 days w/o cause on or after November 1, 2027 for any Order Form

BACKGROUND:

Cleared for Agenda
October 22, 2025

Agenda Item #

10

Since June 2020, UMC has had an agreement with Bluesight, Inc. (fka Kit Check, Inc.) to provide hardware and software pharmacy procurement, inventory management and compliance solutions (“Services”).

This request is to enter into a new Master Services Agreement and Order Forms (“Agreement”) with Bluesight to continue to provide the Services and add new solutions. They are the following:

- CostCheck - a web-based drug procurement data and supply chain software that utilizes pharmacist-designed workflows for optimized supply chain management, to help UMC manage and stock pharmacy inventory by providing real-time insights on drug pricing, GPO compliance and 340B optimization. It offers transparency to all available drug options to ensure hospital gets the least expensive drug prices.
- ControlCheck - a web-based controlled substance software that will assist UMC in auditing and tracking its controlled substances by integrating data from automatic dispensing cabinets, electronic medical records, and other hospital technology solutions; it is specifically designed to detect and prevent drug diversion.
- KitCheck - is an automated RFID-enabled medication management system; pharmacy staff can scan each kit or tray using the RFID scanning box, and immediately identify missing items, extra items, and expired and soon-to-be expired inventory. Bluesight will provide hardware (i.e., 1 scanning station and 1 barcode scanner), a web-based software to automate UMC’s pharmacy kit processing, and RFID Tags.
- 340BCheck - is a web-based 340B compliance software designed to maintain compliance with the 340B drug pricing program; it automates and provides 340B data from consolidated information from various sources and provides guided workflows to ensure audit readiness.

Staff also requests authorization for the Hospital CEO to exercise any of the extension options, and execute future amendments and Order Forms within his yearly delegation of authority if deemed beneficial to UMC.

UMC will compensate Bluesight a potential aggregate of NTE \$937,945.10 for up to five (5) years. On or after November 1, 2027, either party may terminate without cause any Order Form with a 90-day written notice to the other. The rates are subject to annual increases of up to 4%.

UMC’s Pharmacy Assistant Director has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with any exhibits, addenda and Order Forms, the “**Agreement**”) is entered into and effective as of the later date on the signature page below (“**Effective Date**”) by and between **BLUESIGHT, INC.**, a Delaware corporation (“**Vendor**”) and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**Customer**”). Both Vendor and Customer are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Vendor is in the business of providing certain technological solutions to improve operational efficiency, patient safety, regulatory compliance and/or medication visibility;

WHEREAS, Customer is a healthcare provider, or manages or operates a healthcare facility, that may require certain medications or auditing functions applicable to Vendor’s technological solutions; and

WHEREAS, Customer desires to retain Vendor to furnish certain Goods and Services (as defined below), and Vendor desires to be so retained, upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENTS

1. **Recitals.** The Parties each hereby acknowledge that the above recitals serve as the basis for this Agreement, are true and correct as of the Effective Date, and are incorporated herein and made a part hereof for all purposes as if set forth at length herein.
2. **Scope of Agreement.** As a master form of contract, this Agreement allows the Parties to contract for multiple Vendor solutions through the issuance of multiple Order Forms (as discussed in Section 3 below). Any Order Forms attached hereto or referred to herein are incorporated herein and made a part hereof as if set forth at length herein for all purposes. As used herein, the expression “this Agreement” means this document and such Order Forms, attached hereto and made a part hereof.
3. **Order Form.** The Goods and/or Services to be provided and/or performed by Vendor shall be separately specified (each, an “**Order Form**”). Each Order Form shall include relevant terms and conditions and be signed by both Parties. Each Order Form shall also be subject to the terms and conditions of this Agreement. To the extent any terms or conditions of an Order Form conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control, except to the extent such Order Form specifically states the Parties’ intent that such Order Form shall control with respect to a particular matter. Each Order Form shall be incorporated herein by reference.
4. **Goods and Services.** Vendor can supply Customer with certain Software as a Service (each such service, a “**SaaS Service**”, and all such SaaS Services ordered in one or more Order Forms, the “**SaaS Services**”), and any other installation, support or other services indicated in such Order Form(s) (all of the foregoing services, including the SaaS Services, collectively referred to herein as the “**Service(s)**”). In addition, Vendor can supply to Customer certain equipment and RFID labels and tags (collectively, “**Goods**”) to the extent indicated on the applicable Order Forms.
5. **Fees and Invoicing.**
 - 5.1. Vendor shall issue to Customer for each Order Form, one or more invoices (to be delivered at intervals specified in such Order Form), specifying the amounts payable.
 - 5.2. The Parties acknowledge and agree that the compensation paid hereunder by Customer to Vendor was determined at arms-length and represents the fair market value of the Goods and/or Services provided by Vendor, and is not conditioned upon, or intended to induce, any referral by either Party (or its employees or agents) to the other Party, and that the compensation is commercially reasonable and does not take into account the volume or value of referrals or any business that either Party generates for the other.
 - 5.3. Customer will pay all such undisputed invoices within forty-five (45) days of its receipt, without making any deductions, short payments, set offs, or other accounts payable adjustments to such payment obligation. In the event Customer disputes an invoice, Customer shall notify Vendor in writing within thirty (30) days from its receipt of invoice, provide any necessary supporting documents, and work in good faith with Vendor to resolve such dispute.
 - 5.4. Any undisputed fees that remain outstanding for sixty (60) or more days will accrue an interest of one percent (1.0%) per month from the due date until paid, and Hospital’s allocated budget for this is not-to-exceed **\$10,000.00 per year**.
 - 5.5. Customer’s failure to satisfy a past due invoice in accordance with Section 5.3, shall constitute a material default by Customer under this Agreement and Vendor, at its election, may terminate this Agreement and its affected Order Form(s) immediately, shall cause the total balance due to continue accrual of interest as permitted above, and shall give Vendor the right to file suit to collect any unpaid balance. Customer shall pay Vendor any outstanding fees for Services rendered up to the effective date of termination.
 - 5.6. Customer shall not provide payment on any invoice Vendor submits after six (6) months from the date Vendor performs services, provides deliverables, and/or meets milestones, as agreed upon in any Order Form (per NRS 244.250).

- 5.7. Unless otherwise stated, Vendor's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all applicable Taxes, excluding only Taxes based upon Vendor's net income. If Customer has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority.
6. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until the date on which there are no Order Forms in effect, unless earlier terminated as provided herein (the "**Term**"). Each Order Form entered into under this Agreement will be in effect for the term set forth therein, unless earlier terminated as provided herein or in the applicable Order Form.
7. **Termination.**
- 7.1. Termination of Agreement for Breach. If either Party breaches any material provision of this Agreement (excluding any Order Form), then the non-breaching Party shall provide written notice of the breach to the other Party. If the breaching Party fails to timely cure the breach within thirty (30) days after receiving the written notice, then the non-breaching Party may terminate this Agreement, and all attached Order Forms by providing a written letter of termination to the breaching Party specifying the exact date of termination. If Customer terminates this Agreement due to an uncured material breach by Vendor, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request. If Vendor terminates this Agreement due to an uncured material breach by Customer, Vendor is entitled to retain any Customer prepaid amounts for the Services.
- 7.2. Termination of any Order Form for Breach. If either Party breaches any material provision of any Order Form, then the non-breaching Party to the Order Form shall provide written notice of the breach to the other Party. If the breaching Party fails to timely cure the breach within thirty (30) days after receiving the written notice, then the non-breaching Party may terminate the applicable Order Form by providing a written letter of termination to the breaching Party specifying the exact date of termination. If Customer terminates an Order Form due to an uncured material breach by Vendor, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request. If Vendor terminates an Order Form due to an uncured material breach by Customer, Vendor is entitled to retain any Customer prepaid amount for the Services.
- 7.3. Effect of Order Form Expiration or Termination. Expiration of any Order Form's Term, or termination of any Order Form, does not terminate this Agreement, or any remaining Order Forms, unless the terminating or expiring Order Form is the last-remaining Order Form in effect, in which case its termination or expiration will terminate this Agreement which can be reinstated by the execution of future Order Forms.
- 7.4. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. Upon prior written notice, Customer may terminate this Agreement if Customer'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. Customer 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 thirtieth (30th) day of June of the then current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.
- 7.5. Immediate Termination. This Agreement and any Order Form may be immediately terminated by either Party (as applicable) upon written notice if:
- 7.5.1. Customer does not make payment when due after fifteen (15) days prior written notice;
- 7.5.2. Either Party breaches its confidentiality obligations as outlined in Section 17;
- 7.5.3. Either Party is in, or believed to be in, violation of any applicable federal or state laws;
- 7.5.4. Either Party files a petition for bankruptcy, insolvency, liquidation, reorganization, or other similar proceedings commenced by or with respect to its properties or financial condition; or
- 7.5.5. This Agreement or any Order Form is terminated by written mutual agreement of the Parties upon a mutually agreed upon date.
- 7.6. Effect of Agreement Expiration or Termination. Upon termination or expiration of this Agreement or any Order Forms for any reason:
- 7.6.1. If this Agreement is terminated or expires, all Order Forms will terminate, effective on the same date upon which this Agreement terminates.
- 7.6.2. Customer will have no right to use any Services that are the subject of the terminated Order Form(s) and Customer and its Authorized Personnel will cease all use of such Services (except as is necessary to complete the data retrieval as specified in the applicable Order Form).
- 7.6.3. Vendor may disable all portions of the Services for which Customer's usage rights have been terminated or which have expired.
- 7.6.4. Vendor may delete, in its sole discretion, any Customer Data in Vendor's possession that is not retrieved by Customer within ninety (90) days of the termination or expiration of this Agreement or any Order Form(s), and which solely pertains to the terminated Order Form(s).
- 7.6.5. Customer shall be obligated to pay for any Goods and/or Services provided on or before the date termination or expiration.
8. **Survival.** Any rights, obligations, or required performance of the Parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement or an Order Form, will survive any such termination or expiration, including the rights and obligations set forth in this section and Sections 7.5, 12, and 16-24. Termination or expiration of this Agreement or an Order Form will not relieve Customer of any obligation to pay amounts owed by Customer to Vendor, nor

will such termination or expiration prevent Vendor from pursuing other remedies available to it at law or in equity, including injunctive relief.

9. **Certain Obligations of the Parties.** Both Parties acknowledge and agree that a Party's ability to deliver its services is contingent upon the other Party's cooperation and assistance. Both Parties will timely make available sufficient resources, personnel, and information as is necessary and sufficient for the other Party to timely carry out its obligations under this Agreement.

10. **Customer Authorized Personnel.**

10.1. Customer agrees that only its employees or other persons that are not competitors of Vendor or its Services that have been designated with responsibilities for overseeing the use of pharmaceuticals and/or maintaining Customer's records and systems, will have access and use of the SaaS Services (collectively, the "**Authorized Personnel**"). Customer shall require all Authorized Personnel to keep all Confidential Information confidential with terms at least as protective as the terms of this Agreement. Customer is solely responsible for designating and tracking Authorized Personnel and managing their access to and use of the SaaS Services. Customer is responsible for all acts and omissions of its Authorized Personnel and of any third party who accesses or uses any SaaS Services based on or as a result of the access credentials provided by Vendor to Customer under this Agreement. Customer will ensure that all Authorized Personnel:

10.1.1. Establish and maintain a secure password for purposes of accessing and using the SaaS Services; and

10.1.2. Have accepted and do comply with the terms of this Agreement, any Order Form(s), and any other terms of use that may be provided by Vendor from time to time.

10.2. If Customer or any of the Authorized Personnel becomes aware of any actual or threatened breach of this Agreement, Customer will, and will cause its Authorized Personnel to, immediately:

10.2.1. Notify Vendor of any such actual or threatened breach and assist Vendor with its investigation of such actual or threatened breach; and

10.2.2. Take all reasonable and lawful measures within their respective control that are necessary to stop the actual or threatened breach or to mitigate its effects (including, where applicable, by discontinuing and preventing any and all unauthorized access to or use of the Services and permanently erasing from their systems and destroying any data and content to which any of them have gained access through unauthorized access or use of the Services).

11. **Hospital Systems.** If Customer is part of a hospital system and desires to use any Goods and Services for other hospitals within its system, it is permitted in accordance with this Agreement subject to the requirements of this provision ("**Affiliates**"). Customer agrees that:

11.1. This Agreement and any applicable Order Form will govern the supply of Goods and Services to its Affiliates;

11.2. All Affiliates that use the Goods and Services shall be bound by all the terms and conditions of this Agreement and any Order Form(s); and

11.3. Customer will be liable and responsible for any breach of this Agreement or any applicable Order Form by its Affiliates related to the provided Goods and Services. Customer shall identify its Affiliates in the applicable Order Form.

12. **Software Usage Rights and Restrictions.** Subject to the terms and conditions of this Agreement, for the duration of the Term, Vendor hereby authorizes Customer to access and use, on a non-exclusive basis, by and through its Authorized Personnel, solely for Customer's internal business purposes only:

12.1. SaaS Services specified in an Order Form(s); and

12.2. Any related user manual(s) or technical requirements document(s) that may be provided to Customer in connection with any of the SaaS Services (the "**Documentation**").

12.3. Vendor hosts and retains physical control over the SaaS Services and such services are only made available to Customer as hosted services which Customer can use and access over the internet through a web-browser. Customer will provide, at its sole expense, Customer Systems (as defined below) and all required telecommunications link(s) between Customer Systems and the SaaS Services.

12.4. Nothing in this Agreement shall obligate Vendor to deliver or make available any copies of computer programs or code from any of the SaaS Services to Customer. Customer may not rent, lease, distribute, or resell any of the SaaS Services, or use any of the SaaS Services for purposes of competitive analysis, development of a competitive product or solution, or any other purpose that is to Vendor's commercial disadvantage (or contract with a third party to do any of the following). Customer will not, and will not permit any third party to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the SaaS Services by any means whatsoever; (ii) modify or alter any of the software, Services, Goods or Documentation in any manner whatsoever; remove or alter any of the logos, trademark, service mark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in any of the SaaS Services; (iii) use the SaaS Services beyond the scope of the license granted herein or in any Order Form(s); (iv) use the SaaS Services in a manner that delays, imparts, or interferes with any Vendor software functionality or that compromises the security or integrity of any data, equipment, or software; or (v) use any Goods or Services in any manner that violates any applicable law, regulation, rule, license or agreement. Unauthorized use of any program or automated script that "crawls" through any SaaS Service (a "**Robot**") for any purpose is a material breach of this Agreement. Customer, including its Authorized Personnel, and any other employees or third parties working on Customer's behalf, may not, without Vendor's prior written consent, perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan, or attempt to access the data of any other Vendor customer.

12.5. Certain aspects of the SaaS Services or the technology underlying the SaaS Services may be provided by or on behalf of third parties ("**Third Party Technology**") and may be subject to separate licenses or other agreements. In the event of a conflict between this Agreement, any Order Form(s), and any separate license or other agreement, the terms of such separate license or agreement will prevail with respect to such Third Party Technology.

13. Security Obligations.

13.1. Customer has and will retain sole responsibility for:

13.1.1. All of Customer's hardware, software, and other information technology ("**Customer Systems**"); and

13.1.2. All access to and use of the SaaS Services directly or indirectly by or through the Customer Systems, or Customer's or its Authorized Personnel's access credentials.

13.2. Vendor will establish, implement and maintain reasonable and appropriate physical, technical and organizational measures that are designed:

13.2.1. To protect the security and integrity of the Services; and

13.2.2. Guard against the accidental or unauthorized access, use, alteration or disclosure of Customer Data while on Vendor's network and systems.

14. Change Requests and Cooperation.

14.1. Order Form Changes. All statements concerning the estimated time to perform are good faith estimates based upon information available at the time made. Each Order Form is subject to equitable adjustment upon any material change in such information, the occurrence of an excusable delay (as provided in Section 24.8.), or upon any modification of the scope or timing of the Services that the Parties agree to in writing. Any change in scope that modifies the fees, scope of work, or the project schedule must be agreed to in writing by the Parties.

14.2. Failure to Cooperate. If Customer impedes or delays completion or delivery of any Goods or Services by: (i) failing or unreasonably delaying to provide the necessary information, equipment or access; (ii) failing to complete required tasks or perform its obligations under this Agreement or an Order Form, for any reason unless as excused in Section 24.8.; or (iii) providing materially untrue or incorrect information; then Vendor's failure or delay in completion shall be excused.

14.3. Support Exclusions. Vendor has no obligation to provide ongoing support services for:

14.3.1. Any service provided by Vendor that is outside of the scope of any Order Form;

14.3.2. Any third party computer program, technology, or hardware;

14.3.3. Any customized services, other than as specifically set forth in any Order Form or as otherwise agreed to by the Parties; or

14.3.4. Any customized services arising out of or relating to a change in Customer's systems or data unless agreed to by the Parties.

15. **Suspension**. Vendor may suspend any or all Services, or Customer's or any Authorized Personnel's access to or use of any or all Services without liability if:

15.1. Customer owes outstanding invoices to Vendor;

15.2. Vendor reasonably believes that a SaaS Service is being accessed or used (or has been or will be accessed or used) in violation of this Agreement or an Order Form(s);

15.3. Vendor reasonably believes that suspension of any or all Services is necessary to protect its other customers or users of the Services, Vendor's business, reputation or the security of Vendor's networks, systems or any data processed thereon;

15.4. Suspension is required by applicable law or government authority; or

15.5. Vendor may also temporarily suspend access to the SaaS Services from time to time in order to perform routine maintenance, emergency maintenance, upgrades, or other service improvements. Vendor will provide advance written notice of any such scheduled downtime and will exercise commercially reasonable efforts to schedule any such downtime so as to limit any negative business impact to Customer. In the event that an unscheduled interruption occurs, Vendor will use commercially reasonable efforts to resolve the problem, notify Customer, and return the SaaS Services availability as soon as practically possible.

16. **Patient Privacy**. The Parties shall take all actions as are necessary to comply with the Health Information Technology for Economic and Clinical Health Act, Health Insurance Portability and Accountability Act, and all other federal, state and local applicable healthcare laws governing patient privacy (collectively referred to as "**HIPAA**"). In the event Vendor may act as a "business associate" (as defined in HIPAA) when providing Services, the Parties agree that such circumstances shall be governed by a Business Associate Agreement ("BAA") accompanying the applicable Order Form.

17. Confidential Information.

17.1. Confidentiality Obligation. Each Party acknowledges that certain information of the other Party that it may acquire or be exposed to in connection with this Agreement or any Order Form(s) will constitute information of a proprietary or confidential nature including, without limitation, information concerning the other Party's business, property and methods of operation and any other material, data or information disclosed by one Party to the other Party that is not generally known by or disclosed to the public or to third parties (collectively, "**Confidential Information**"). Vendor's Confidential Information includes, without limitation, this Agreement, the Order Forms, its pricing, and features and functions of its Goods and Services, its compliance and security assessments (e.g. SOC 2 Type 2 report(s)), and any data owned by Vendor under the terms of this Agreement or any Order Form(s). Each Party that receives Confidential Information from the other (the "**Receiving Party**") will maintain all Confidential Information as confidential and will not disclose any Confidential Information or use any Confidential Information for any purpose, except:

17.1.1. As expressly authorized by this Agreement, Order Form, or group purchasing organization agreement;

17.1.2. As permitted by Section 17.2.; or

17.1.3. To its employees, agents, consultants or contractors ("**Representatives**") who require access to such information to accomplish the purpose of this Agreement or an Order Form, so long as such persons are under obligations regarding the confidentiality of the Confidential Information that are consistent with and no less protective than the terms of this Agreement.

17.1.4. The Parties may use the Confidential Information only to the extent required to accomplish the purposes of this Agreement. The Parties will use at least the same standard of care as it uses to protect its own confidential information,

but in no event less than a reasonable standard of care, to ensure that its Representatives do not disclose or make any unauthorized use of the Confidential Information. The Parties will promptly notify the other in writing upon discovery of any unauthorized use or disclosure of the Confidential Information.

17.1.5. Confidential Information will not include any information which a Party can demonstrate by competent evidence:

17.1.5.1. Is or becomes publicly known other than as a result of any breach of this Agreement by the Receiving Party;

17.1.5.2. Is disclosed on a non-confidential basis by a third party who rightfully possesses the information and is not under an obligation of confidentiality with respect thereto;

17.1.5.3. Was known to the Receiving Party prior to its first receipt from the disclosing Party (whether such first receipt occurred before or during the Term of this Agreement), except in the case of Intellectual Property, which shall not be subject to the exception in this clause; or

17.1.5.4. Was developed independently of and without the use or reference to, any Confidential Information.

17.2. Authorized Disclosure/Public Records. Notwithstanding Section 17.1., the Parties may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by law, subpoena, valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party gives prompt written notice to the disclosing Party of such required disclosure and, at disclosing Party's request and expense, reasonably cooperates with disclosing Party's efforts to obtain a protective order or other appropriate remedy preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation requires, or for which the order was issued. Notwithstanding the foregoing, Customer is a public county-owned hospital that is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 ("Act"), 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 for the disclosure of any information related to this Agreement which is confidential and proprietary pursuant to this Section 17.2, Customer will immediately notify Vendor of such demand and Vendor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. To the extent permitted by law, Customer will grant Vendor five (5) business days to respond or challenge the rationale for such disclosure. In the absence of a response by Vendor or a subsequent court order prohibiting Customer from releasing information pursuant to a valid public disclosure request, Customer may only disclose that Vendor confidential and proprietary information as required by the Act, with no further liability to Customer.

18. Data.

18.1. Except as otherwise provided herein or in an applicable Order Form(s), as between the Parties, Customer retains all right and title to data uploaded to or entered into Vendor's SaaS Service ("**Customer Data**"). Upon written request, Vendor will use reasonable commercial efforts to return a copy of Customer Data in accordance with the terms of this Agreement or the applicable Order Form. Customer will:

18.1.1. Be solely responsible for all Customer Data, including the nature, quality, legality, and accuracy of the Customer Data;

18.1.2. Ensure that the Customer Data, and the activities of Customer's Representatives with respect to the Customer Data and the Services, complies with the applicable Order Form, are not defamatory, harassing, libelous, threatening, or obscene, and do not otherwise violate applicable law or any license or agreement; and

18.1.3. Ensure that the Customer Data, and the processing and use of such Customer Data in connection with the Services or as otherwise permitted or contemplated pursuant to an Order Form, do not infringe, misappropriate, or otherwise violate the intellectual property rights or the privacy, publicity, or any other rights of any third party or give rise to civil or criminal liability, including by providing any appropriate notices and obtaining any necessary consents.

18.2. Vendor may use Customer Data for purposes of providing Vendor's Services and may also use and disclose Customer Data:

18.2.1. As required or permitted by applicable law; or

18.2.2. As specified in any applicable Order Form.

18.2.3. To the extent protected health information ("**PHI**") is used by Vendor's Goods, Services or other technology, it is only used for purposes of providing such products and services, including the creation of "**De-identified Data**" (data that has been de-identified as provided in 45 CFR § 164.514(b)).

18.2.4. Vendor's Services also generate System Level Data, which may be created, used, and disclosed for any purpose. "**System Level Data**" means aggregated data derived from the operation or use of Vendor's Goods, Services, or other technology, including data elements derived from or contained within Customer Data, and any conclusions, reports or other data resulting from the analysis of Customer Data (e.g., service performance data, usage patterns, recommendations on current mark conditions, etc.), with all Customer identifiers and PHI having been removed. System Level Data may include De-identified Data derived from the operation or use of Vendor equipment, Goods, Services, or other technology. All System Level Data is owned by Vendor.

19. Intellectual Property.

19.1. Ownership. The Services will be provided using Vendor's software, algorithms, processes, user interfaces, data, databases, know-how, techniques, designs, ideas, concepts, content, Documentation, and other tangible and intangible technical material and information ("**Vendor Technology**", and together with the Services and including any data owned by Vendor as provided for in any applicable Order Form, collectively, the "**Vendor IP**"). As between the Parties, Vendor solely and exclusively owns all rights, title and interests, including all intellectual property and other proprietary rights, in and to the Vendor IP. This Agreement grants no express or implied license, right or interest to Customer in or to any copyright, patent, trade secret, trademark, invention or other intellectual property or proprietary right of Vendor, except to the extent a license is necessary for Customer and its Authorized Personnel to use the Services as permitted under this Agreement or in any Order Form. All feedback, comments, and suggestions for improvements that Customer provides to Vendor hereunder are referred to collectively as "**Customer Feedback**". Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Vendor. Customer acknowledges and agrees that, as between the Parties, Customer will not earn or acquire any rights or licenses in the Services on account of Vendor's incorporation of any Customer Feedback into any Services.

- 19.2. License Restrictions. Except as otherwise provided for in this Agreement, or an applicable Order Form, Customer shall not and shall not permit a third party to:
- 19.2.1. Use the Services, or any portion of the Services, for any unlawful purpose;
 - 19.2.2. Market, sublicense, publish, distribute, lend, transfer, or otherwise make the Services, or any components or output from the Services, available to any third party;
 - 19.2.3. Alter, maintain, enhance, modify, or create derivatives of the Services;
 - 19.2.4. Remove any trademark, copyright, or proprietary notices;
 - 19.2.5. Copy, decompile, disassemble, or otherwise reverse engineer the Services or perform any similar means or actions to discover the source code or trade secrets in the Services;
 - 19.2.6. Use the Services as a substitute for the medical judgment of a physician or qualified healthcare provider;
 - 19.2.7. Circumvent any technological measures that control access to the Services; or
 - 19.2.8. Use the Services to benefit any party other than Customer and its authorized affiliates.

20. Representations and Warranties.

- 20.1. Mutual Representations and Warranties. Each Party represents, warrants, covenants and agrees that:
- 20.1.1. The person executing this Agreement on behalf of a Party does hereby personally covenant and warrant that such Party is a duly organized and existing legal entity;
 - 20.1.2. The person signing on behalf of a Party was authorized to do so;
 - 20.1.3. That it has and is qualified to do business in the state(s) it is located in;
 - 20.1.4. It has the full right, power and authority to enter into and perform its obligations under this Agreement;
 - 20.1.5. The execution of this Agreement, and its performance of its obligations under this Agreement, do not and will not violate any license or other agreement to which it is a Party or by which it is otherwise bound; and
 - 20.1.6. When this Agreement is executed and delivered by the Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 20.2. Vendor Representations and Warranties. Vendor represents and warrants that:
- 20.2.1. The SaaS Services will reasonably conform in all material respects to the specifications in the Documentation, as agreed to by the Parties in the Order Form(s), and meet the requirements set forth in the Service Level Agreement attached hereto as **Exhibit A** (Customer's sole and exclusive remedy for any breach of this warranty will be as set forth in the Service Level Agreement and the Order Form);
 - 20.2.2. It incorporates commercially reasonable measures to screen for time-bombs, viruses, technically limiting devices, and/or technically limiting code, provided that, software enabling Vendor's remote access for purposes of conducting support services is not considered disruptive code;
 - 20.2.3. Vendor will not use disabling mechanisms or lock-up measures, unless as otherwise permitted in this Agreement, that may cause Customer Data or software to become unusable or inaccessible; and
 - 20.2.4. To the extent legally permissible, Vendor will transfer or pass through to Customer the benefits of any manufacturer's or other third party's warranty or agreement that is applicable to, or used in conjunction with, any of the Goods or Services in an Order Form.
- 20.3. Disclaimer of Other Warranties.
- 20.3.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION OR IN ANY APPLICABLE GROUP PURCHASING ORGANIZATION AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (I) ALL GOODS AND SERVICES ARE PROVIDED AS-IS, WHERE-IS AND WITH ALL FAULTS, AND VENDOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE) AS WELL AS WITH RESPECT TO ANY AND ALL MATERIALS, TECHNOLOGY AND DATA PROVIDED BY CUSTOMER OR ANY THIRD PARTY; (II) VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OR ACCURACY OF THE INFORMATION AVAILABLE THROUGH THE SERVICES AND VENDOR SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR INTEGRITY OF ANY SUCH INFORMATION AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM ISSUES RELATED TO THE FOREGOING; (III) VENDOR SHALL HAVE NO LIABILITY FOR OPERATIONAL, BUSINESS OR OTHER DECISIONS MADE BY OR ON BEHALF OF CUSTOMER OR ITS AFFILIATES ON THE BASIS OF THE SERVICES PROVIDED BY VENDOR; AND (IV) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY OF THE SERVICES IS OR WILL BE ERROR FREE, UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED, OR OPERATE IN COMBINATION WITH ANY CUSTOMER PROVIDED OR THIRD PARTY SOFTWARE, SERVICE, HARDWARE, SYSTEM OR DATA OR THAT IT WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF ANY PERSON OR ENTITY OR THAT THE SERVICES (INCLUDING THE INFORMATION AVAILABLE THEREON) WILL MEET ANY REGULATORY APPROVALS OR REQUIREMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT VENDOR IS NOT ENGAGED IN THE PRACTICE OF MEDICINE. THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL REVIEW AND JUDGMENT.
 - 20.3.2. TO THE EXTENT VENDOR PROVIDES CUSTOMER ANY EQUIPMENT, CUSTOMER ACKNOWLEDGES THAT VENDOR IS NOT THE MANUFACTURER OR SELLER OF THE EQUIPMENT OR THE MANUFACTURER'S OR SELLER'S AGENT. ACCORDINGLY, CUSTOMER HEREBY AGREES TO TAKE ANY SUCH EQUIPMENT IN AN "AS IS" CONDITION. VENDOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP, OR AS TO PATENT INFRINGEMENT OR THE LIKE.

21. Indemnification.

- 21.1. Vendor Indemnification. Vendor agrees to defend, indemnify, and hold harmless Customer, at its expense, and pay any final judgment or settlement in connection with any third party claim based on infringement or misappropriation of U.S. copyrights, U.S. patents, trade secrets, or other proprietary rights of any third party arising out of the SaaS services. Vendor's indemnification obligations are contingent upon:
- 21.1.1. Customer promptly notifying Vendor of the claim;
 - 21.1.2. Vendor having the sole authority to defend or settle the claim, provided that Vendor agrees not to enter into any settlement that obligates Customer to admit liability or to pay any amounts to the party bringing the claim, without Customer's governing body's prior written consent, were such consent shall not be unreasonably withheld, delayed or conditioned; and
 - 21.1.3. Customer providing reasonable assistance in connection with the defense of the claim.
- 21.2. Vendor Exclusions. Vendor has no obligation with respect to any claim of infringement that is based upon or arises out of:
- 21.2.1. Customer's unauthorized use or combination of the SaaS Services with any unapproved hardware, software, products, data, or other materials not provided by Vendor;
 - 21.2.2. Customer's use of the SaaS Software other than in accordance with the Documentation; or
 - 21.2.3. Any unapproved components or content provided by any Third Party Provider.
- 21.3. Right to Procure or Modify. If a claim of infringement under Section 21.1. occurs, or if Vendor determines that an infringement claim is reasonably likely to occur, then Vendor may, at its expense and in its sole discretion, either:
- 21.3.1. Use commercially reasonable efforts to procure the right or license for Customer to continue to use the SaaS Services free of the infringement claim; or
 - 21.3.2. Replace or modify the SaaS Services to make it non-infringing; provided, however, that if Vendor determines that neither of the foregoing options is commercially feasible, either Party will be permitted to immediately terminate the Order Form subject to the actual or anticipated infringement claim by providing written notice thereof to the other Party. If terminated, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
 - 21.3.3. The provisions of this section state the sole and exclusive obligations and liability of Vendor for any patent, copyright, trademark, trade secret or other intellectual property rights infringement arising out of or relating to the SaaS Services.
- 21.4. Customer Indemnification. Unless prohibited by Nevada law, Customer agrees to defend, indemnify, and hold harmless Vendor, against all claims, demands, actions, losses, damages and costs, including reasonable attorneys' fees and expenses, arising out of any action brought by any third party in connection with Customer's use of the Goods or Services, to the extent the claim is attributable to any action or inaction on the part of Customer or any of its directors, officers, employees, agents or Authorized Personnel. Customer shall not settle any such claim admitting Vendor liability or imposing duties of performance or payment upon Vendor without Vendor's prior written consent. Vendor shall have the right to participate in the defense, at its own expense.

22. Limitation of Liability.

- 22.1. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 22.2. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VENDOR'S AGGREGATE LIABILITY FOR DIRECT DAMAGES WITH RESPECT TO ALL EVENTS, ACTS OR OMISSIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS ORDER FORMS EXCEED THE ANNUAL FEE PAID TO VENDOR WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM AT ISSUE.
- 22.3. EXCLUSIONS. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION, CONFIDENTIALITY OR BUSINESS ASSOCIATE OBLIGATIONS UNDER THIS AGREEMENT, OR TO LOSSES ARISING FROM A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR THE UNAUTHORIZED USE OF SERVICES BY OR THROUGH CUSTOMER, CUSTOMER SYSTEMS, AUTHORIZED PERSONNEL, OR ANY AUTHORIZED PERSONNEL'S ACCESS CREDENTIALS.

23. Dispute Resolution.

- 23.1. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.
- 23.2. In the event of any dispute arising out of or relating to this Agreement, the Parties shall seek to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute via voluntary non-binding mediation, before resorting to arbitration. A mediator will be selected by voluntary agreement of both Parties, or in the event both Parties cannot agree on a mediator, a mediator will be selected in accordance with the rules of the American Arbitration Association. The mediation shall be held at a location mutually agreed to by the Parties. Each Party shall bear its own costs and expenses for attorneys' fees, and an equal share of the mediator/administrative and other fees associated with the mediation.

24. Miscellaneous.

- 24.1. Compliance with Law. Throughout the Term, each Party's respective performance under this Agreement shall comply with all applicable federal, state, and local laws and regulations. Customer agrees that it will only use the SaaS Services for purposes that are legal and are in accordance with the applicable Order Form. If Customer becomes aware that the SaaS Services is being used in any manner not authorized by this Agreement, Customer will immediately notify Vendor.

- 24.2. Government Reporting & Disclosure Requirements. To the extent applicable, any price reductions or discounts pursuant to this Agreement are intended to satisfy the requirements of 42 U.S.C. § 1320a-7b(b)(3)(A). With respect to Customer's purchases of any Goods or Services, Customer shall report any discounts in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Section 11288(b) of the Social Security Act and its implementing regulations. In the event either Party determines that this Agreement may not comply with such statutes, the Parties agree to work together to establish a discount structure that meets the requirements of such statutes.
- 24.3. Publicity. Neither Customer nor Vendor 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.
- 24.4. Successors and Assigns. Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, that with written notice of any assignment, each Party may assign this Agreement without the other Party's consent in connection with the transfer or sale of all or substantially all of the business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise. Any attempted assignment of this Agreement not in compliance with this section shall be null and void. No assignment shall relieve either Party of the performance of any accrued obligation that such Party may then have under this Agreement. This Agreement shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and its permitted assigns.
- 24.5. Notices. Any notice to be given under this Agreement or to any Order Form must be in writing and delivered either in person, by any method of mail (postage prepaid) requiring return receipt, or by overnight courier, to the Party to be notified at its address(es) as listed below, or at any address such Party has previously designated by prior written notice to the other.

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

With a copy to: University Medical Center of Southern Nevada
Attn: Pharmacy Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

If to Vendor: Bluesight, Inc.
Attn: VP Legal
1800 Duke Street, Suite 108
Alexandria, VA 22314

Notice shall be deemed sufficiently given for all purposes upon the earliest of:

24.5.1. The date of actual receipt;

24.5.2. If mailed, three (3) days after the date of postmark; or

24.5.3. If delivered by express courier, the next business day the courier regularly makes deliveries to the addressee's location.

- 24.6. Time is of the Essence. Time is of the essence for each and every covenant, condition and provision of this Agreement to be performed by each of the Parties. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.
- 24.7. Intentionally Omitted.
- 24.8. Force Majeure. Neither Party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations under this Agreement to the extent that performance is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or attempted acts of terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or other labor disputes, power, network or Internet outages, or any other similar cause beyond the reasonable control of such Party (each, a "**Force Majeure Event**"). In addition, a Party's failure to perform its responsibilities under this Agreement will be excused if the unreasonable non-performance or delay is caused by the other Party, its employees, or any other third party. In the event that a Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than ninety (90) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice. If terminated by Customer due to a Force Majeure Event affecting Vendor, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
- 24.9. Entire Agreement; Amendment. This Agreement, together with all Order Forms attached hereto, constitute the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties.
- 24.10. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and those illegal, invalid or unenforceable clauses or provisions will be renegotiated for the sole purpose of rectifying the error.

- 24.11. Waiver. No waiver by a Party of any term or condition set forth in this Agreement will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of a Party to assert a right or provision under this Agreement will not constitute a waiver of such right or provision. Any supplemental or additional terms contained in a separate document will not amend this Agreement unless such separate document expressly references this Agreement and is signed by an authorized officer of each Party.
- 24.12. Status of the Parties. The status of the Parties under this Agreement will be that of independent contractors. Neither Party will be authorized to waive any right, assume or create any contract or obligation, or make any representation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this Agreement will be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the Parties hereto.
- 24.13. Headings. The headings employed in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions of this Agreement.
- 24.14. No Third Party Beneficiaries. Nothing in this Agreement will be construed as giving any person, other than the Parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 24.15. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the original signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signature of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it the additional signature pages.
- 24.16. Electronic Signatures. Each Party agrees that the Electronic Signatures of the Parties, in any form or format, included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. For the purposes of this provision, "**Electronic Signature**" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including e-mail signatures and processes developed by electronic signature services (e.g., DocuSign and "click-through" acknowledgements).
- 24.17. Disclosure of Terms of this Agreement. Except for disclosure to Customer's applicable group purchasing organization, legal counsel, accountants or financial advisors, Customer shall not disclose the terms of this Agreement to any person who is not a party or signatory, unless disclosure thereof is required by law, decrees of a court, or otherwise authorized by this Agreement or consented to in writing by Vendor.
- 24.18. No Strict Construction. The common law rule of strict construction against the drafting party shall not apply to this Agreement. Each of Vendor and the Customer confirm that all Parties and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person, but this Agreement shall be construed and interpreted rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 24.19. Non-Exclusion. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud and are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
- 24.20. Customer Onsite Visits. If Vendor or its employees enter Customer's premises to render Services or support pursuant to this Agreement, Vendor will follow Customer's relevant compliance policies as followed by Customer's staff, including its corporate compliance program, Customer's Contracted/Non-Employee Requirements Policy and Customer's Vaccine Policy, as provided in advance to Vendor. Upon written request from Customer, Vendor may be required to (i) register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who will provide onsite services to Customer, the records of which shall be maintained and kept by Vendor. Should the Services involve a continuous presence by Vendor's employees or agents onsite at Customer's facilities, Vendor may be required to complete Customer's onboarding process and abide by onboarding requirements of Customer's Human Resources Department. Vendor's employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises to provide the Services.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

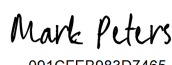
VENDOR	CUSTOMER
BLUESIGHT, INC., a Delaware corporation	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
By:  091CFEB983D7465...	By:
Name: Mark Peters	Name: Mason Van Houweling
Title: CFO	Title: Chief Executive Officer
Date: 10/7/2025	Date:
Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314	Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement applies across Vendor’s software as a service offering.

1. Vendor Uptime Commitment

Vendor will use commercially reasonable efforts to make each Vendor SaaS Service available and functional with an Uptime Percentage of at least 98% during the Term (however, this commitment will not apply during (a) any period of time prior to Customer’s acceptance of the Vendor SaaS Service, but only if the Agreement sets forth a process for acceptance of the Vendor SaaS Service, or (b) any trial period that may be applicable).

2. Vendor Support Response Time Commitment

Once an issue is logged with Vendor through Customer calling the support line, Vendor will provide a remote response within four (4) hours. If the issue requires onsite support, Vendor will provide onsite coverage within two (2) business days of escalation (“**Support Response Time Commitment**”). If Customer contacts support through e-mail, Vendor will provide a remote response within twenty-four (24) hours.

Vendor will provide phone support for twenty-four hours per day and seven days a week (24/7).

3. Service Level Credits

In the event that Vendor does not meet the Uptime Percentage of 98% for any month, then Customer will be eligible to receive the following credit days, which will be added to the end of the Term at no charge to Customer.

Monthly Uptime Percentage	Days Added to Vendor SaaS Service at no charge
97.9% to 95%	3 days
94.9% to 93%	7 days
92.9% and lower	14 days

In the event that Vendor fails to meet the Support Response Time Commitment on more than one (1) occasion during a calendar month, then for each occasion following the first instance, Vendor will add an additional day to the Vendor SaaS Service at no charge to Customer. To the maximum extent permitted by law, the credit days set forth in this section are Customer’s exclusive remedy, and Vendor’s sole obligation, for a failure to meet either the Uptime Commitment or the Support Response Time Commitment.

4. Definitions

Any capitalized terms used but not defined in this Service Level Agreement shall have the meanings ascribed to them in the Agreement.

“**Agreement**” means the Master Services Agreement between Customer and Vendor, and which specifically incorporates this Service Level Agreement.

“**Downtime**” shall mean the time between Customer notifying Vendor that the Vendor SaaS Service is inoperable for use and the time when the Vendor SaaS Service is restored and available for use. Downtime does not include: (1) times when a service request is made by Customer but the Vendor SaaS Service is still in use; (2) scheduled maintenance; or (3) any time during which the Vendor SaaS Service experienced any performance or availability issues that are due to: factors beyond Vendor’s reasonable control; that resulted from Customer’s or third party hardware or software; that resulted from inaction or errors of Customer or Customer’s employees, agents or contractors; or that were caused by Customer’s (or Customer’s employee’s, agent’s or contractor’s) use of the Vendor SaaS Service after Vendor advised Customer to modify its use of the Vendor SaaS Service.

“**Equipment**” means the Equipment for any scanning or tagging of items in connection with use of a Vendor SaaS Service, as and if defined in the Agreement.

“**Vendor SaaS Service**” means the software as a service described in the Agreement and which is expressly made subject to this Service Level Agreement. For purposes of the Vendor SaaS Services, all of the Vendor SaaS Services set forth on a single Order Form shall be considered a single “**Vendor SaaS Service**”.

“**Customer**” means the counterparty to the Agreement with Vendor, to whom Vendor is providing a software as a service described in the Agreement.

“**Term**” means the term for the Vendor SaaS Service, as specified in the Agreement.

“Uptime Percentage” shall mean the amount of time in a given calendar month minus the amount of Downtime suffered during that month, divided by the total time in that calendar month.

5. Claim Process and Limitations

In order to receive the above Service Level Credits, Customer must notify Vendor in writing of the failure to meet the service level within thirty (30) days of the end of the month in which the failure occurred. Vendor will then review the claim and if it is valid, issue a response to Customer confirming the credit that will be added to the end of the Term.

6. Equipment Support

In addition to the above support for Vendor SaaS Service, Vendor will provide the following support for the Equipment: in the event of an error or malfunction of the Equipment, Vendor will repair or replace the Equipment within a reasonable amount of time, which will not take more than five (5) business days, from Customer notifying Vendor of the error or malfunction. There will be no additional charge to Customer for such repair or replacement of the Equipment, unless the error or malfunction was due to misuse or damage to the Equipment caused by Customer, in which case Vendor reserves the right to make a reasonable charge for the costs of repairing or replacing the Equipment. In the event that Vendor fails to meet the timeframe herein to repair or replace the Equipment during a calendar month, then for each failed instance, Vendor will add one (1) additional day for each day Vendor is non-compliant with this Section 6 (i.e. Days Added) to the applicable Vendor SaaS Service at no charge to Customer.

ORDER FORM: COSTCHECK

THIS ORDER FORM: COSTCHECK ("Order Form") is entered into and effective as of August 3, 2026 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("Vendor") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

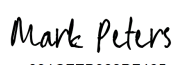
1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will make available, on a subscription basis, its web-based drug procurement data and supply chain software service ("**CostCheck Service**"). Customer will comply with all CostCheck Service access protocols and other reasonable instructions as provided by Vendor. Vendor reserves the right to implement modifications to the CostCheck Service, hosting, and technical infrastructure.
3. **Add-On Services.** In the event additional services related to this Order Form are offered to Customer by Vendor (each an "**Add-On Service**"), Customer may elect to subscribe to the Add-On Service(s) subject to its Click-Through Agreement, this Order Form, and applicable pricing. Certain Add-On Services may be provided by a third party, in which case the third party's terms and conditions will apply as agreed to in its Click-Through Agreement. Notwithstanding the foregoing, any terms and conditions in the Click-Through Agreement(s) that conflict with Customer's obligations under applicable state law shall not apply. If an Add-On Service requires an increase in Fees, the Parties shall mutually agree to an amendment of this Order Form.
4. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
5. **Service Fees.** Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced for the annual Fees listed in **Exhibit A** to this Order Form (the "**Fees**").
6. **Procurement Module.** For terms of use of the Procurement Module and its Match Service function, refer to **Exhibit B** to this Order Form.
7. **Data Restrictions.** Customer's subscription to the CostCheck Service is for Customer's internal use only and shall not be shared with, or its data disclosed to, any third party unless as expressly identified and authorized by Vendor in writing or as otherwise permitted in this Order Form. Any violation of this section shall constitute a material default by Customer under this Order Form.
8. **Disclaimer of Other Warranties.** Customer acknowledges and agrees that (i) Vendor makes no representation or warranty about the completeness, reliability or accuracy of the information or recommendations provided in the CostCheck Service; (ii) Vendor does not guarantee that any recommendations from the CostCheck Service will result in any cost savings to Customer; and (iii) the CostCheck Service is only a tool to assist Customer with its purchasing decisions, which are exclusively and solely made by Customer at Customer's own risk.
9. **No PHI.** Customer shall not disclose any PHI to Vendor in connection with this Order Form. Furthermore, Vendor warrants that use of the CostCheck Service does not require the use or disclosure of PHI. Customer warrants that it will not upload, disclose to Vendor, or input any PHI into the CostCheck Service and should Vendor receive any PHI from Customer, Vendor will immediately notify Customer and return to Customer or destroy any such PHI at Vendor's discretion.
10. **Exclusive Remedy.** For any breach of the warranties contained herein or in the applicable Documentation, Customer's exclusive remedy and Vendor's entire liability, shall be: (i) Vendor's commercially reasonable efforts to correct any non-conformity in the CostCheck Service as detailed in a written notice to Vendor from Customer; or (ii) in the event Vendor is unable to correct the non-conformity, Customer may terminate this Order Form and receive a prorated refund of prepaid Fees that correspond to any unused portion of the CostCheck Service for the period following termination.
11. **Termination of Prior Agreement.** Upon execution of this Order Form, that certain Order Form for Bluesight Insights with an effective date of August 3, 2021, as amended, by and between University Medical Center of Southern Nevada and Bluesight, Inc. shall automatically terminate and be null and void.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR

BLUESIGHT, INC.,
a Delaware corporation

By: 

091CFEB983D7465...
Name: Mark Peters

Title: CFO

Date: 10/7/2025

Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314

CUSTOMER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:

Name: Mason Van Houweling

Title: Chief Executive Officer

Date:

Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: COSTCHECK

Subscription Fee

1. Fees. Commencing on the Order Form Effective Date, Customer will pay an annual fee for access to CostCheck that is equal to \$63,525.00 ("**Subscription Fee**"). Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days' notice to Customer. The following is the payment schedule:

<u>Annual Subscription Fee Total</u>	
8/3/2026 to 10/31/2026	\$15,881.25
11/1/2026 to 10/31/2027	\$63,525.00
After 10/31/2027, may be subject to annual increases in accordance with this section.	

2. Service. The CostCheck Service will identify Total Savings opportunities for Customer.
3. Definitions:
- 3.1. "**Total Savings**" shall mean the sum of (1) Recommended Change Savings, (2) the Overcharge Invoice Savings, (3) Contract Manager Savings, and (4) Future Feature Savings.
- 3.2. "**Recommended Change Savings**" shall mean, for the first twelve (12) months after Customer purchased a product recommended by CostCheck ("**CostCheck Recommended Product**"), the difference between what Customer would have paid for a product for the quantity invoiced, and what Customer actually paid for the CostCheck RecommendedProduct.
- 3.3. "**Overcharge Invoice Savings**" means invoice overcharges identified by CostCheck.
- 3.4. "**Contract Manager Savings**" means savings identified from the analysis of Customer's pharmaceutical purchase history details, purchasing or purchasing-related agreements, and applicable industry benchmarking data that identify anomalous price changes and/or purchase agreement discrepancies.
- 3.5. "**Future Feature Savings**" means savings identified by Vendor from any new, future features or modules that are implemented in Customer's CostCheck Subscription. The Future Feature Savings will be identified in the Total Savings.

EXHIBIT B ORDER FORM: COSTCHECK**PROCUREMENT MODULE**
Additional Terms and Conditions

1. **Definitions.** As used in this **Exhibit B**, the following terms shall have its ascribed meaning:
 - 1.1. **"Applicable Laws and Regulations"** shall mean all applicable local, state, federal, and international laws, statutes, rules and regulations, including the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §301, et seq., the Prescription Drug Marketing Act of 1987, 21 U.S.C. §351, et seq., the Drug Supply Chain Security Act, 21 U.S.C. §360eee et seq., the Controlled Substances Act, 21 U.S.C. §801, et seq., the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, state licensure requirements, and their respective implementing regulations.
 - 1.2. **"Expression of Interest" or "EOI"** shall mean a User's indication to Vendor via the Match Service that the User is interested in a Product from Supplier and wishes to explore a potential order. For the avoidance of doubt, an EOI does not include the Supplier's acceptance of such order and is not part of any sale or purchase transaction for any Product. Orders and sales occur solely between User and Supplier offline and not during use of the Procurement Module and its Match Service, even if a transaction results from the EOI.
 - 1.3. **"Product"** shall mean any product listed on the Procurement Module and its Match Service which a Supplier is offering to sell (with the actual sales transaction occurring offline solely between User and Supplier and not during use of the Procurement Module or its Match Service).
 - 1.4. **"Match Service"** shall mean the procurement services provided herein, together with any support or other services that Vendor elects to provide pursuant to this Exhibit.
 - 1.5. **"Supplier"** shall mean a party who lists its Products on the Procurement Module that it is offering to sell.
 - 1.6. **"Transaction Documents"** shall mean the transaction information, transaction history and transaction statement required by Section 582 of the Drug Supply Chain Security Act.
 - 1.7. **"User"** shall mean Customer as defined in this Order Form, that has subscribed to CostCheck, that further desires to use this Procurement Module and its Match Service function with the intent to view Products and potentially issue an EOI.
2. **About the Match Service.** The Match Service is accessible to User(s). The Match Service is intended to match User, who may have low inventory of certain Products, with offers from various Suppliers for such Products. For clarity, the Match Service does not consist of Vendor purchasing or selling, or directing the purchase or sale, of any Products. The Match Service is strictly a platform to match User who is looking to purchase, with Suppliers who are offering to sell certain Products, and allow User to communicate its interest in potentially purchasing such Products from Suppliers through EOI's. All EOI's and any offline Match Service transactions that may result are subject to any applicable policies and procedures of the Supplier. User acknowledges that the Match Service does not include any sale transaction for Products (which, for clarity, is solely between User and Supplier) or User's use of the Products.
 - 2.1. **Roles of the Parties.**
 - 2.1.1. Vendor will display Supplier's Products that are available for sale in the Match Service.
 - 2.1.2. Once User matches with an offer for a Product via the Match Service, it is in the User's discretion whether to place an EOI for such Product. If User places an EOI for a Product via the Match Service, such EOI would be followed by a separate purchase that is placed offline directly with Supplier. It is in the Supplier's discretion whether to respond to such EOI. Once a Supplier accepts an EOI, it will withdraw any applicable listing on the Match Service if the EOI will exhaust the available inventory.
 - 2.1.3. If a Supplier accepts the EOI, the Supplier is solely responsible for transacting, offline, with User, including agreeing on a binding order, invoicing and collecting payment from User (including any applicable taxes or other governmental charges), fulfilling the order, shipping and handling of the Product, facilitating returns of the Product (to the extent accepted by Supplier), addressing any recalls of (including determining if one is needed) or defects in the Product (including any and all associated costs and expenses), and addressing all customer service inquiries and complaints about the Products and transaction process for the Products. All purchases are subject to Supplier's applicable terms of sale.
 - 2.1.4. Vendor's role is to be the provider of the Match Service and facilitator of User's and Supplier's match. Vendor is not a party to the transaction for the sale and purchase of Products. Vendor (i) does not, at any time, take possession or ownership of any of the Products offered via the Match Service; (ii) is not a party to any transaction for Products offered via the Match Service; (iii) does not, at any time, take possession of any funds paid by User to Suppliers for the Products that are ordered; (iv) is not responsible for order placement, shipping and handling, quality of the Products, or returns or credits; (v) is not responsible for any errors or omissions made by the Supplier in the posting or pricing of Products or fulfillment of orders; and (vi) does not guarantee any information assigned to a Product by the Supplier on the Match Service. For any sales of Products resulting from a match in the Match Service, the applicable Supplier, and not Vendor, shall be responsible for such sales and will be recording such as account receivables. Supplier is solely responsible for completing any required regulatory submissions in connection with the creation or distribution of Products.
 - 2.2. **User Match Service Fees, Product Prices, and Payment Terms.**
 - 2.2.1. Vendor will not charge User a separate fee for using the Match Service. Unless otherwise indicated by Vendor, User will continue to be charged for the other Vendor services that it uses.
 - 2.2.2. The price of each Product and the information associated with such Product (e.g., name, size, quantity) is provided by the applicable Supplier and will be displayed via the Match Service. Prices displayed via the Match Service are subject to change without notice to User. The price charged for a Product will be the price advertised on the Match Service at the time the EOI is placed, subject to any terms of the applicable Supplier. The timing of payment for the Products, any assessment of late fees (if applicable), and any other payment terms for a Product are subject to the applicable Supplier's terms of sale.
 - 2.3. **Shipping.** For all Products purchased by User, the applicable Supplier will ship such Products directly to User. All shipping

updates and notifications will be provided directly by the Supplier. Vendor is not responsible for any delays, mishandling, or other shipping errors. For any questions about shipments, please contact the applicable Supplier directly.

- 2.4. **Returns, Recalls, and Defects.** Suppliers' responses to EOI's occur separate from the Match Service. User hereby acknowledges that if its EOI specifies a quantity of Product, then unless otherwise explicitly stated in writing by the Supplier, upon a Supplier's acceptance of an EOI, an order for such Product is created and is final and binding. Unless there is a defect in, or recall of, a Product, or a Product has otherwise been explicitly designated as eligible for a return by the applicable Supplier, Suppliers will not accept a return of any type for a Product. To the extent a Supplier accepts a return, such return is subject to the applicable Supplier's terms and conditions. As between Vendor and the Suppliers, the Suppliers are solely responsible for all recalls of, and defects in, any of their respective Products. For any questions about returns, recalls, or defective Products, please direct all contact to the applicable Supplier.

3. **User Eligibility and Access.**

- 3.1. While User may view and place an EOI for available Products on the Match Service, to proceed with ordering a Product, User must be a customer of such Supplier. The Supplier has the right to decide, in its sole discretion, whether to accept User as a customer. As a customer of a Supplier, User may be subject to additional terms and conditions from such applicable Supplier.
- 3.2. To access the Match Service, User may be asked to provide certain registration details or other information (e.g., providing a Drug Enforcement Agency registration number or other information to show the eligibility to make purchases in accordance with Applicable Laws and Regulations). As a condition of User's use of the Match Service, all information User provides through the Match Service must be accurate, current, and complete. By placing an EOI for a Product via the Match Service, User hereby authorizes Vendor to share its identity, contact information, and other required information with the applicable Supplier for purposes of facilitating such EOI. User is responsible for the accuracy and completeness of such data.
- 3.3. By accessing the Match Service, User understands and agrees that Suppliers may impose additional requirements, including background checks, licensing verifications, credit reports, credit applications, and other restrictions on User to purchase Products. Vendor is not responsible for determining these requirements, supplying such information or evaluating the information provided.
- 3.4. Vendor reasonably reserves the right to refuse the Match Service to User.

4. **Third Party Links and Materials.** To the extent that the Match Service contains links to other sites and materials provided by third parties (including Suppliers), these links are provided strictly for convenience only and not as an endorsement by Vendor of the contents on such third party sites or materials. Vendor has no control over the content of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from User's use of them. If User decides to access any of the third party websites or materials linked to the Match Service, User does so entirely at its own risk and subject to the terms and conditions of use for such resources. User acknowledges that Vendor is not responsible for the content of linked third party websites or materials and that Vendor does not make any representations regarding the content contained in such websites or materials. User further acknowledges and agrees that Vendor will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

5. **Changes to Match Service; Suspension; Termination.**

- 5.1. Vendor may, in its absolute discretion, modify, suspend, or discontinue any part of the Match Service at any time with or without notice. Vendor may also at its discretion engage new or alternative third party service providers with respect to any aspect of the Match Service. By registering or using the services of any such third parties, User thereby provides its consent to any applicable, additional terms and conditions of such third parties as they may be amended from time to time, including any change to the third party service provider itself; provided, however, that no such third party rules or restrictions shall apply to Customer if these additional terms and conditions are in conflict with Customer's obligations under applicable state law.
- 5.2. Vendor may, in its absolute reasonable discretion, restrict or suspend User's access to the Match Service or its account at any time with or without notice. Vendor reasonably reserves the right to suspend or cancel any EOI or other offer for purchase or sale of a Product at any time.
- 5.3. Vendor may terminate this Exhibit at any time upon at least thirty (30) days' prior written notice to User. In addition, Vendor may terminate this Exhibit effective immediately upon written notice to User in the event that developing or operating the Match Service would subject (or is likely to subject) Vendor to additional legal or regulatory obligations, including FDA regulatory or state licensure obligations, as determined in the good faith judgment of Vendor.
- 5.4. Upon the suspension or termination of User's access to the Match Service, or upon notice from Vendor, all rights granted to User under this Exhibit will cease immediately, and User agrees to immediately discontinue its use of the Match Service.
- 5.5. Vendor may also delete, in its sole discretion, any of User's Data (as defined below) in Vendor's possession upon termination of this Exhibit.
- 5.6. If User's account is terminated or suspended, User is still required to complete any transactions it entered into and fulfill any other obligations it incurred prior to the date of such termination or suspension. Any suspension or termination will not affect User's obligations to Vendor under this Order Form.

6. **Acknowledgement and Disclaimer of Warranties.**

- 6.1. Vendor is not involved in, or a party to, any transaction between User and a Supplier, nor is Vendor a trading partner subject to the responsibilities of a trading partner under the Drug Supply Chain Security Act, 21 U.S.C. §360eee et seq. Vendor does not and cannot guarantee the quality, legality or safety of Products offered for sale and advertised via the Match Service. User acknowledges that Vendor cannot guarantee the completeness or accuracy of any Transaction Documents. Vendor is not responsible for any damages of any kind arising from, or relating to, any of the Products sold as a result of a match made on the Match Service. Vendor does not guarantee the truthfulness or accuracy of marketing materials used by any Suppliers. Vendor is not responsible for performing any due diligence on any Suppliers, including the following: regulatory, compliance,

pedigree verification, proper licensing, or financial or creditworthiness on any Supplier. Vendor cannot guarantee the legal or financial ability of its Suppliers to conduct or complete any transaction. Vendor does not guarantee current availability of inventory for the Products offered by Suppliers.

- 6.2. Vendor does not manufacture or control any of the Products listed on the Match Service. The availability of Products through the Match Service does not indicate Vendor's affiliation with or endorsement of any Product, manufacturer, or Supplier. Accordingly, Vendor does not provide any warranties with respect to the Products listed on the Match Service. However, the Products listed on the Match Service may be covered by the manufacturer's warranty as may be detailed in the Product's description on the Match Service and included with the Product. To obtain warranty service for defective Products, please follow the instructions included in the manufacturer's warranty.
 - 6.3. Vendor does not represent or warrant that Products purchased as a result of a match made on the Match Service will be eligible for reimbursement from third party payors.
 - 6.4. THE MATCH SERVICE IS PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. VENDOR DOES NOT WARRANT AND MAKES NO REPRESENTATION OF ANY KIND (I) WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE MATCH SERVICE, (II) THAT THE MATCH SERVICE WILL MEET USER'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT (E.G., NO GUARANTEE OF ANY MATCHES FOR PRODUCTS OR THAT INVENTORY WILL BE AVAILABLE), (III) THAT USER(S) ACCESS TO THE MATCH SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR, (IV) THAT THE MATCH SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT DATA PROVIDED THROUGH THE MATCH SERVICE WILL BE ACCURATE.
 - 6.5. USER AFFIRMS THAT VENDOR SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF A SUPPLIER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS WITH USER.
7. **Investigations and Disclosure of Information.** Vendor may investigate complaints and violations of this Exhibit. User agrees to reasonably cooperate with such investigations. User agrees that Vendor may report any activity that is suspected to violate any Applicable Laws and Regulations to appropriate law enforcement officials, regulators, or other relevant third parties.

ORDER FORM: CONTROLCHECK

THIS ORDER FORM: CONTROLCHECK ("Order Form") is entered into and effective as of November 1, 2025 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("**Vendor**") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("**Customer**"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

1. Agreement. This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. Vendor Services. Pursuant to this Order Form, Vendor will make available, on a subscription basis, its web-based controlled substance software service that assists providers in auditing and tracking its controlled substances by integrating data from automatic dispensing cabinets, electronic medical records, and other Customer technology solutions ("**ControlCheck Service**"). Vendor reserves the right to implement modifications to the ControlCheck Service, hosting, and technical infrastructure.
3. Certain Obligations of the Parties. Vendor will use commercially reasonable efforts throughout the Term to provide ControlCheck Service in a manner that meets or exceeds the applicable service levels in the Service Level Agreement (refer to **Exhibit A** of the Agreement). Subject to mutual written agreement, Vendor may charge additional fees for new products and services, and Customer may elect to purchase subscriptions to new products or services at Customer's sole discretion.
4. Term. The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
5. Service Fees. Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced for the annual Fees listed in the Exhibit(s) (the "**Fees**").
6. Customer Acknowledgement. Customer acknowledges and agrees that Customer is responsible for the dispensation, distribution, and tracking of its pharmaceuticals. Although Vendor is providing the Services that facilitate the auditing and tracking of such pharmaceuticals, it is Customer that is solely responsible for ensuring the proper dispensation and distribution of such pharmaceuticals and tracking such inventory. The Parties acknowledge and agree that Authorized Personnel may include third party service providers who will use the Services on Customer's behalf.
7. Customer Data Systems. Customer acknowledges and agrees that Vendor's ability to deliver its Services is contingent upon Customer's type of data systems. Certain data systems may not support integration with Vendor's Services, despite Vendor's diligent efforts. In the event a Customer data system is not compatible with Vendor's Services, it shall be excluded from implementation.
8. Patient Privacy. Vendor and Customer shall take all actions that are necessary to comply with HIPAA and all other federal, state and local applicable healthcare laws governing patient privacy. The Parties acknowledge that Vendor may at times act as a "business associate" (as defined in HIPAA) when providing its ControlCheck Service, and the Parties agree that such circumstances shall be governed by a Business Associate Agreement executed by the Parties.
9. Exclusive Remedy. For any breach of the warranties contained herein or in the applicable Documentation, Customer's exclusive remedy and Vendor's entire liability, shall be: (i) Vendor's commercially reasonable efforts to correct any non-conformity in the ControlCheck Service as detailed in a written notice to Vendor from Customer; or (ii) in the event Vendor is unable to correct the non-conformity, Customer may terminate this Order Form and receive a prorated refund of prepaid Fees that correspond to any unused portion of the ControlCheck Service for the period following termination.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR

BLUESIGHT, INC.,
a Delaware corporation

Signed By:
By: *Mark Peters*
091CFEB983D7465...
Name: Mark Peters

Title: CFO

Date: 10/7/2025

Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314

CUSTOMER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:
Name: Mason Van Houweling
Title: Chief Executive Officer
Date:
Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: CONTROLCHECK

Subscription Fee

1. Affiliates. Customer's Affiliates below have elected to receive Services pursuant to this Order Form and each Affiliate hereby agrees to comply with the terms thereof and any other governing agreement to which it is made a part of.
2. Fees. Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced annually, in advance, for the Subscription Fee. Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days' notice to Customer.

Annual Subscription Fee For ControlCheck						
Hospital Name	Nursing Module	OR Module	Pharmacy Module	Total Annual Subscription	Multi-Product Discount	Discounted Total Fee for Hospital
University Medical Center of Southern Nevada	☒	☒	☒	\$95,830.00	(\$35,830.00)	\$60,000.00

Additional Fees (as applicable)

Minimum annual licensing fee (inclusive of all modules selected)	N/A
Adapter Upgrade Fee*:	\$10,000.00 per adapter upgrade (Adapter upgrade is only applicable if Customer upgrades its EHR sources system)
Custom Reporting:	\$125.00 per hour to customize reports (Customer's allocated budget for pre-approved Custom Reporting is NTE \$2,500 per year)
Commercial License includes:	All implementation and training 24/7 live customer support Additional information available online

Purchase Order (PO) #:

Accounts Payable Contact Name:

Accounts Payable Email Address:

Accounts Payable Phone #:

Please email any vendor set-up questions/information to: accounts-receivable@bluesight.com

ORDER FORM: KITCHECK

THIS ORDER FORM: KITCHECK ("Order Form") is entered into and effective as of November 1, 2025 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("Vendor") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will provide certain hardware, as detailed in **Exhibit A** (the "**Equipment**"), a web-based software to enable providers to automate their pharmacy kit processing, and the automatic shipment of RFID Tags directly provided by Vendor (the "**KitCheck Service**"). The Equipment and KitCheck Service, together with any other installation, support or other services that Vendor elects to provide to Customer pursuant to this Order Form, are referred to collectively as the "**Service(s)**".
3. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
4. **Customer Data.** Upon the expiration or termination of this Order Form, Customer may retrieve a copy of its Customer Data hosted by Vendor in a database-importable format such as Excel or CSV (the "**Data Retrieval**") but must cease all use of or access to Vendor's Services and Vendor may disable all other portions of the KitCheck Service. Vendor may also delete, in its sole discretion, any Customer Data in Vendor's possession after ninety (90) days from the expiration or termination of this Order Form.
5. **Service Fees.** The Services require Customer's purchase of RFID labels/tags from Vendor ("**Vendor Tags**") or an authorized Vendor Tag distributor ("**Third Party Tags**", and together with Vendor Tags, the "**Tags**"). Use of the Services, including the Equipment, is included in the Annual Subscription Fee as set forth in the Exhibit(s).
6. **Equipment.** Vendor will provide Customer with certain Equipment detailed in **Exhibit A** for Customer's use in accordance with the terms and conditions set forth in this Order Form. Vendor retains ownership and title to all Equipment provided by Vendor to Customer for use during the Term of this Order Form. Customer will not have an ownership interest in the Equipment. In no event shall Customer transfer or sell the Equipment. Customer will keep the Equipment free from all encumbrances and will provide and sign reasonably requested documents from Vendor for Vendor to maintain its interest in the Equipment. If this Order Form is terminated for any reason, Customer will promptly return the Equipment to Vendor, at Vendor's sole expense. Customer shall be responsible for insuring the Equipment while on Customer's premises.
7. **Custody and Care.** Vendor shall be responsible for servicing the Equipment consistent with the manufacturer's requirements and recommendations. Customer is liable for the loss of the Equipment while on Customer's premises. In the event Customer is responsible for the loss of the Equipment, Customer shall be responsible for the fair market value of the Equipment at the time of loss. Customer will be charged for all damage to Equipment caused by the negligence or willful misconduct of Customer. Customer shall not move the Equipment from Customer's facility, without written permission from Vendor. Customer shall not make any unauthorized modifications, alterations or additions to the Equipment. Customer shall notify Vendor promptly of any lost or damaged Equipment. Vendor may inspect all or part of the Equipment at any time, with reasonable written notice to Customer and during normal business hours. The risk of loss or damage to the Equipment and RFID Tags shall pass to Customer upon delivery of such Equipment and RFID Tags at Customer's location.
8. **Tag Quality.** Customer may use Third Party Tags with the Equipment. Third Party Tags may be either compatible or non-compatible. Compatible Third Party Tags meet Vendor's approved certification process. For any non-compatible Third Party Tags, Vendor's representations, warranties and indemnification obligations in the MSA will not apply as of the date of first use.
9. **Customer Acknowledgment.** Customer acknowledges and agrees that Customer is responsible for processing pharmacy kits as part of its daily operations. Although Vendor is providing the Equipment, Vendor Tags, and KitCheck Service to facilitate the automation of this existing process, it is Customer that is solely responsible for ensuring the proper processing of any pharmacy kits. The Parties acknowledge and agree that Authorized Personnel may include third party service providers who will operate the Equipment, apply the Tags, and utilize the KitCheck Service on Customer's behalf. The Parties further acknowledge and agree that Vendor's services do not include its operation of the Equipment or the application of any Tags, and that Vendor shall have no responsibilities related to the processing of any pharmacy kits.

10. No PHI. Customer shall not disclose any PHI to Vendor in connection with this Order Form. Furthermore, Vendor warrants that use of the Equipment and Services does not require the use or disclosure of PHI. Customer warrants that it will not upload, disclose to Vendor, or input any PHI into the KitCheck Service and should Vendor receive any PHI from Customer, Vendor will immediately notify Customer and return to Customer or destroy any such PHI at Vendor's discretion.
11. Customer Aggregation. Customer shall identify any participating Affiliates in **Exhibit A**. Customer's execution of this Order Form indicates its Affiliates' agreement and acceptance of the terms herein.
12. Termination of Prior Agreement. Upon execution of this Order Form, that certain Placed Equipment Agreement with an effective date of June 18, 2020, by and between Kit Check, Inc. and University Medical Center of Southern Nevada shall automatically terminate and be null and void.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR

BLUESIGHT, INC.,
a Delaware corporation

Signed by:
By: *Mark Peters*
091CFEB983D7465...
Name: Mark Peters

Title: CFO

Date: 10/7/2025

Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314

CUSTOMER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:

Name: Mason Van Houweling

Title: Chief Executive Officer

Date:

Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: KITCHECK

KitCheck Product and Service Description and Subscription Fee

1. Subscription Tags:

The Annual Subscription Fee includes certain Equipment, web-based software to enable Customer to automate its pharmacy kit processing, and the automatic shipment of RFID Tags directly provided by Vendor. Only through an Annual Subscription may Customer use Pre-Tagged products, provided that the Tags: (i) only use RFID inlays that are ARC Specification S certified; and (ii) must be registered in the Vendor Registry.

2. Annual Subscription Fee:

The Annual Subscription Fee is based on Customer’s and its Facilities’ (a) total number of Beds or OR/Procedural Rooms (as applicable); and (b) its corresponding Module for each of Customer’s Facilities. The two separate Modules are based on the RFID Tag’s destination in Customer’s facility: (a) Central Pharmacy (“CP”); or (b) Operating/Procedural Room (“OR”). Vendor will automatically ship RFID Tags to Customer and its Facilities, within seven (7) calendar days of the beginning of each month (“Auto-Ship”).

Facility and Module Identification:

Facility Name	Selected Module			
	CP	# of Beds	OR	# of OR/Procedural Rooms
University Medical Center of Southern Nevada	☒	537		

Annual Subscription Fee Total
\$18,000.00

3. Changes in Customer/Facility Status:

Since the Annual Subscription Fee is dependent on the number of subscribing Facilities, the Module(s) selected, and the total number of Beds or OR/Procedural Rooms (as applicable), Customer must immediately notify Vendor in writing if Customer desires to include additional subscribing Facilities, change Modules for any of its Facilities, update a current Facilities’ number of Beds or OR/Procedural Rooms (as applicable), or needs additional Equipment.

4. Payment Terms:

The Annual Subscription Fee is due as of the Order Form Effective Date, and then annually thereafter, in advance, on the anniversary of such date. Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days’ notice to Customer.

5. Aggregation Pricing:

If Customer is part of a hospital system and desires to use the Services at other hospitals within the system, Customer agrees that: (i) this Order Form shall also govern the supply of Services to any hospital in the system in which Customer participates; (ii) Customer is responsible for ensuring that all other hospitals within the system that use the Services agree to comply with the terms of this Order Form; and (iii) Customer will be fully liable and responsible for any breach of this Order Form by any hospital within the system. Customer and its aggregating facilities, if any, are listed in the “Facility and Module Identification” table above.

6. Equipment:

A functioning set of one (1) Scanning Station and one (1) Barcode Scanner (the “Equipment”), per Facility, is included in the Annual Subscription Fee. Existing Facilities are not eligible for additional or replacement Equipment unless such Equipment is not functioning as intended. Subject to mutual written agreement, any requests for additional or replacement Equipment (unless due to malfunctioning Equipment) is subject to the “Additional Equipment” fees as detailed in the table below.

Implementation, Training, and Equipment (Only For New Facilities):

Implementation & Training	Remote (Available For Facilities Only Using the CP Module)	On-Site (Available For Facilities Using the OR Module)
Online/Remote Training Time	Up to 20 Hours	Billed at \$2,000.00 per 8 Hour Block
On-Site Implementation & Training Time	N/A	Billed at \$2,500.00 per 8 Hour Block
Travel Expenses	N/A	Billed as Incurred
Total Implementation Fees	\$5,000.00	\$15,000.00 Minimum Per Facility

Additional Equipment

	Additional Equipment Fee (Added to Annual Subscription Fee)
Standard Size Scanning Station "Small" Scanning Station "Medium" Scanning Station "Mobile Cart" Scanning Station (Does not include the cart)	\$3,000.00 per year
"Large" and/or customized scanning station	Price to be scoped based on requirements

The Implementation, Training, and Equipment fees are due prior to service implementation for each Facility.

Reporting & Charge Sheet Customization:

Custom Reporting	A \$125.00 per-hour fee will be charged to customize reports.
Customize Charge Sheet	There is a \$250.00 charge per customization to modify the Member's Charge Sheet.

Customer's allocated budget for pre-approved Custom Reporting and/or Charge Sheet is **NTE \$3,000 per year**.

ORDER FORM: 340BCHECK

THIS ORDER FORM: 340BCHECK (“**Order Form**”) is entered into and effective as of November 1, 2025 (“**Order Form Effective Date**”) by and between **BLUESIGHT, INC.**, a Delaware corporation (“**Vendor**”) and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**Customer**”). Both Vendor and Customer are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the “**MSA**”, and together with the Order Form, the “**Agreement**”). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties’ intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will use commercially reasonable efforts to make available its web-based 340B compliance software service in accordance with the Scope of Services attached hereto as **Exhibit A** to this Order Form (“**340BCheck Service**”). Vendor reserves the right to implement modifications to the 340BCheck Service, hosting, and technical infrastructure.
3. **Add-On Services.** Subject to mutual written agreement, Vendor may charge additional fees for new products and services, and Customer may elect to purchase subscriptions to new products or services at Customer’s sole discretion.
4. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the “**Initial Term**”). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a “**Renewal Term**”) upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the “**Term**”. On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days’ prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
5. **Service Fees.** Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced for the annual Fees listed in **Exhibit B** to this Order Form (the “**Fees**”).
6. **Customer Acknowledgement.** Although Vendor is providing the Services that assist Customer with its compliance with regulatory requirements and efforts required to prepare for, provide, and respond to applicable regulatory agency audits, Customer acknowledges that the 340BCheck Service is a tool to supplement its current processes and should not be used as the sole method of ensuring it meets the requirements and compliance of the 340B Program (Section 340B of the Public Health Service Act, 42 U.S.C. § 256b).
7. **Patient Privacy.** Vendor and Customer shall take all actions that are necessary to comply with HIPAA and all other federal, state and local applicable healthcare laws governing patient privacy. The Parties acknowledge that Vendor may at times act as a “business associate” (as defined in HIPAA) when providing its 340BCheck Service, and the Parties agree that such circumstances shall be governed by a Business Associate Agreement executed by the Parties.
8. **Exclusive Remedy.** For any breach of the warranties contained herein or in the applicable Documentation, Customer’s exclusive remedy and Vendor’s entire liability, shall be: (i) Vendor’s commercially reasonable efforts to correct any non-conformity in the 340BCheck Service as detailed in a written notice to Vendor from Customer; or (ii) in the event Vendor is unable to correct the non-conformity, Customer may terminate this Order Form and receive a prorated refund of prepaid Fees that correspond to any unused portion of the 340BCheck Service for the period following termination.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR

BLUESIGHT, INC.,
a Delaware corporation

Signed by:
By: *Mark Peters*
091CFEB983D7465...
Name: Mark Peters

Title: CFO

Date: 10/7/2025

Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314

CUSTOMER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:

Name: Mason Van Houweling

Title: Chief Executive Officer

Date:

Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: 340BCHECK

Scope of Services

The 340BCheck Service include the following features:

- Dashboards to track and reconcile key data associated with covered entities, affiliates, and pharmacies.
- Workflow screens and deficiency lists to support Health Resources and Services Administration (HRSA) requirements.
- System user notification of tasks assigned, compliance reporting due dates, and alerting when overdue.
- Dashboards to support the 340B compliance team and executives.
- Related written materials and related documentation.
- Updates as they become available.

EXHIBIT B TO ORDER FORM: 340BCHECK

Subscription Fee

1. Affiliates. Customer's Affiliates below have elected to receive the 340BCheck Service pursuant to this Order Form and each Affiliate hereby agrees to comply with the terms thereof and any other governing agreement to which it is made a part of.
2. Fees. Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced annually, in advance, for the Subscription Fee. Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days' notice to Customer.

340BCheck Annual Subscription Fee	
Number of Participating Hospitals	Annual Subscription Fee
1	\$28,125.00

Participating Hospitals	
Hospital Name	Address
University Medical Center of Southern Nevada	1800 W. Charleston Blvd. Las Vegas, NV 89102

Additional (Optional) Services

Implementation. Remote Implementation is included in the Annual Subscription Fee.

Expanded Implementation. If additional assistance with document uploads, non-interpretive data entry, and template creation after implementation is requested, these services will be billed at the rate of \$180.00 per hour.

Single Sign-On. If Single Sign-On functionality is requested, Customer will be responsible for the additional annual fee.

Please email any Vendor set-up questions/information to: accounts-receivable@bluesight.com

3. Payment Processing.

- 3.1. Is a Purchaser Order ("PO") number required to process the Annual Fee? Yes: ☒ No: ☐
- 3.2. Purchaser Order #: _____
- 3.3. Finance Contact Name (PO creator): _____
- 3.4. Accounts Payable Contact Name: _____
- 3.5. Accounts Payable Email Address: _____
- 3.6. Accounts Payable Telephone Number: _____

4. Payment Methods.

- 4.1. Service Fees will be paid through Automated Clearing House payments ("ACH"). Customer shall complete an ACH Form.
- 4.2. The following payment methods may also be accepted with additional processing fees applied against the total invoice amount:
- 4.2.1. Credit Card: 3% processing fee
 - 4.2.2. Third Party Accounts Payable solutions (e.g. Paymode): 2% processing fee
 - 4.2.3. Check: 1% processing fee

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply) N/A						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name:		Bluesight, Inc.				
(Include d.b.a., if applicable)						
Street Address:		1800 Duke Street, Suite 108		Website: bluesight.com		
City, State and Zip Code:		Alexandria, Virginia 22314		POC Name: Hannah Chupp Email: hannah.chupp@bluesight.com		
Telephone No:		N/A		Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A 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.

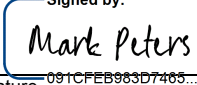
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mainsheet AcquireCo, Inc.	Corporation	100%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signed by:

Signature 091CFE8963D7465...

Mark Peters
Print Name
10/14/2025
Date

CFO
Title

Business Associate Agreement

This Business Associate Agreement (the “Agreement”) is made effective as of the later signature date of the parties below (the “Effective Date”) by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Bluesight, Inc.**, a Delaware corporation, with its principal place of business at 1800 Duke Street, Suite 108, Alexandria, Virginia 22314 (hereinafter referred to as “Business Associate”), individually, a “Party” and collectively, the “Parties”.

WITNESSETH:

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

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

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

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

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

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling certain responsibilities, obligations, and services under the Underlying Agreement(s) (the “Services”).

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

I. DEFINITIONS

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

“Protected Health Information” means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. For purposes of this Agreement, Protected Health Information shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity pursuant to the Underlying Agreement(s). Protected Health Information includes without limitation “Electronic Protected Health Information” as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate shall use and disclose Protected Health information subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to only use or disclose Protected Health Information:
 - (i) As required or permitted to perform its Services as set forth in the Underlying Agreement(s) between the Parties;
 - (ii) As required or permitted under this Agreement; or
 - (iii) as Required by Law, rule or regulation, or by accrediting or credentialing organizations to whom Covered Entity is required to disclose such Protected Health Information.
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate shall execute a

“Business Associate Agreement” with Subcontractor as defined in the HIPAA Rules that includes restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Business Associate under this Agreement in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2)).

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

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

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

(e) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule.

(f) Business Associate will De-identify Protected Health Information provided that such de-identification is performed in accordance with 45 C.F.R. § 164.514. Business Associate may use or disclose De-identified data as necessary to provide its Services under the Underlying Agreement.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

(iii) To notify Covered Entity of any successful unauthorized access, use, disclosure, modification, or destruction of Protected Health Information in the possession or control of Business Associate, or interference with Business Associate’s system operations in an information system (“Security Incident”) upon discovery of the successful Security Incident. The Parties agree and acknowledge that this subsection constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) of which no additional notice shall be required to be provided to Covered Entity. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, malware, such as viruses and worms, or any combination of the above, so long as such incidents do not result in unauthorized access, Use, or Disclosure of PHI or EPHI.

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

- (i) To notify Covered Entity’s Chief Privacy Officer promptly upon Business Associate’s discovery of such Breach, and
- (ii) Within fifteen (15) business days of the discovery of the Breach, provide Covered Entity with all required content of notification, to the extent known by Business Associate at such time, in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To reasonably cooperate with Covered Entity’s analysis and final determination on whether Covered Entity shall notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To reimburse Covered Entity for actual and reasonable costs incurred associated with legally required notifications to affected individuals and reasonable and necessary costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) Upon Covered Entity’s written request, not to exceed more than once per calendar year and subject to a Non-Disclosure Agreement, Business Associate will provide to Covered Entity a copy of its most recent SOC 2 Type 2 report.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate’s records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity’s or Business Associate’s compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) Upon Covered Entity’s written Request, Business Associate agrees:

- (i) To the extent it is timely informed, in writing, by Covered Entity, to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is promptly notified by Covered Entity.
- (ii) To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to Covered Entity. If Business Associate receives a request for access directly from an Individual, Business Associate shall promptly notify Covered Entity of such request and Covered Entity shall respond directly to the Individual.

(iii) To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules. If Business Associate receives a request for amendment directly from an Individual, Business Associate shall promptly notify Covered Entity of such request and Covered Entity shall respond directly to the Individual.

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

VII. OBLIGATIONS OF COVERED ENTITY

- (a) Covered Entity shall promptly notify Business Associate, in writing, of limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitation affects Business Associate's permitted Uses and Disclosures.
- (b) Covered Entity shall promptly notify Business Associate, in writing, of changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.
- (c) Covered Entity shall promptly notify Business Associate, in writing, of restriction(s) in the Use or Disclosure of Protected Health Information to which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.
- (d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.
- (e) Covered Entity shall not provide Business Associate with more Protected Health Information than that which is minimally necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.
- (f) Covered Entity acknowledges and agrees that Protected Health Information that has been De-identified in accordance with Section III(f) of this Agreement shall not thereafter be considered PHI or be subject to this Agreement.
- (g) With respect to all Protected Health Information created, used, maintained, transmitted, or disclosed by Covered Entity to Business Associate using the Services provided in the Underlying Agreement, Covered Entity will (i) comply with HIPAA with respect to Electronic Protected Health Information, (ii) implement all reasonable and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity and availability of the Protected Health Information and to prevent use or disclosure of Protected Health Information not provided for by this Agreement, and (iii) report to Business Associate, within ten (10) business days of Discovery, any use or disclosure of Protected Health Information not permitted by

HIPAA related to Covered Entity's use of Business Associate's Services under the Underlying Agreement.

VIII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, the non-breaching Party shall have the right to terminate this Agreement and the Underlying Agreement immediately if the non-breaching Party determines that the other Party has violated any material term of this Agreement (the "Breaching Party") and the breach is incurable. For any curable breach, the non-breaching Party shall provide written notice of the breach or violation to the Breaching Party and the Breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, or the non-breaching Party may terminate this Agreement and the Underlying Agreement. If the non-breaching Party reasonably believes that the Breaching Party will violate a material term of this Agreement and, where practicable, the non-breaching Party gives written notice to the Breaching Party of such belief within a reasonable time after forming such belief, and the Breaching Party fails to provide adequate written assurances to the non-breaching Party that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then the non-breaching Party shall have the right to terminate this Agreement and the Underlying Agreement immediately.

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

IX. MISCELLANEOUS

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

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

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to

thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such 30-day period, this Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

Any provision in the Underlying Agreement that is directly contradictory to one or more terms of this Agreement related to the privacy and security of PHI (“Contradictory Term”) shall be superseded by the terms of this Agreement only to the extent of the contradiction, only for the purpose of the Parties’ compliance with HIPAA, and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

X. NOTICES

Whenever under this Agreement a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

To Business Associate:	Bluesight, Inc. 1800 Duke Street, Suite 108 Alexandria, Virginia 22314 Attn: VP of Legal
To Covered Entity:	University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, Nevada 89102 Attn: Legal Department
With a copy to:	University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, Nevada 89102 Attn: Privacy Officer
And emailed to:	privacy@umcsn.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

By: _____

Mason Van Houweling

Title: CEO

Date: _____

BUSINESS ASSOCIATE:

Signed by:
By:  _____
091CFEB988D7465...
Name: Mark Peters
Title: CFO
Date: 10/7/2025

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

Issue:	Equipment Schedule No. 019 to Master Agreement 21237667 (Equipment Lease Schedule) with Flex Financial, a division of Stryker Sales, 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 Governing Board the Equipment Schedule No. 019 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000702100
Description: Sonopet & Neptune Equipment
Bid/RFP/CBE: NRS 450.525 - GPO
Term: 60 Months from the Effective date
Amount: \$3,699,546.60
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

In August, 2008 UMC entered Master Lease Agreement No. 21237667 with Stryker Finance, a division of Stryker Sales Corporation (“Stryker”), for laparoscope equipment and endoscopic services. In subsequent years, equipment schedules have been added to the Agreement for various hospital departments.

This request seeks approval for Equipment Schedule No. 019 under the Agreement with Stryker. This schedule will allow UMC to replace the Neptune 3 systems and docking stations. The Neptune 3 is a closed waste management system that collects, transports, and disposes of surgical fluid waste, helping protect staff from exposure whilst increasing efficiencies in the operating room. Through this Agreement, UMC will realize reduced disposable costs associated with the Neptune system and enhance UMC’s current inventory.

UMC’s Manager of Specialty Services has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

Stryker currently holds a business license in Clark County.

Cleared for Agenda
October 22, 2025

Agenda Item #

11



Date: October 14, 2025

RE: Reference no:21237667

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, Nevada 89102-2329

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Lease Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- State and Local Government Rider
- Opinion of Counsel
- Addendum

**Conditions of Approval: Accounts Payable Contact Information, Customer PO., Opinion of Counsel, State and Local Government Rider, Federal ID

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	886000436	Accounts Payable contact:	Accounts payable
Purchase order number:		Accounts Payable Email:	Accounts.payable@umcsn.com
Upfront payment check number (if applicable):		Accounts Payable Phone:	
		Accounts Payable Address:	1800 W. Charleston Blvd. Las Vegas, NV 89102
Administrative Contact(s):			
Administrative contact name:		Administrative contact name:	
Email address:		Email address:	
Phone number:		Phone number:	

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of October, 2025 _

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (Individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

EQUIPMENT SCHEDULE NO. 019 TO MASTER AGREEMENT NO.21237667

(Equipment Lease Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1941 Stryker Way Portage, MI 49002	Customer: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2329
Supplier: Stryker Sales, LLC, 4100 E. Milham Avenue, Kalamazoo, MI 49001	
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")	
Equipment Location: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2329	
Schedule of periodic rent payments:	
60 Monthly payments of \$61,659.11 (Plus Applicable Sales/Use Tax)	
Term in months: 60	Minimum monthly uses: <u>n/a</u>
Fee per use: <u>n/a</u>	
Purchase term (If blank, the Fair Market Value Option will be deemed chosen): <u>Fair Market Value Option</u>	

TERMS AND CONDITIONS

1. Lease agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to lease from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for lease under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

2. Purchase terms/return of equipment/renewal. If either the Fair Market Value Option or the Fixed Purchase Option applies to this Schedule, upon expiration of the Term and provided that this Schedule has not been terminated early and Customer is in compliance with this Schedule in all respects, Customer may upon at least 90 but not more than 180 days prior written notice to Owner exercise the applicable purchase option and upon the giving of such notice Customer shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the \$1.00 Buyout applies to this Schedule, upon expiration of the Term, Customer shall pay all amounts owed by Customer hereunder but unpaid as of such date and \$1.00 (plus all applicable Taxes). Any purchase of the Equipment by Customer pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS", without representation or warranty of any kind from Owner. "Fair Market Value" shall be the amount determined by Owner as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell. Upon (x) any early termination of this Schedule or (y) the expiration of the Term of this Schedule and Customer has not exercised any option to purchase available to it under the terms of this Schedule, if any, the \$1.00 Buyout does not apply and Customer has given Owner at least 90 days but not more than 180 days written notice by certified mail prior to the end of the Term (the "Return Notice") that Customer will return the Equipment to Owner, Customer shall at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States. **If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above.** All Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. If the Fair Market Value Option or Fixed Purchase Option applies to this Schedule, Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature	
Signature: 	Date:
Print name: Mason Van Houweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 10/15/25
Print name: Mark Molenkamp	
Title: Director, Sales Operations	

Exhibit A to Lease Schedule019 to Master Agreement No.21237667

Description of equipment

Customer name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Delivery Location: 1800 W CHARLESTON BLVD, LAS VEGAS,Nevada , 89102-2329

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
SHIP TO:	UNIV MED CTR, 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada, 89102-2329, United States	
5500-050-000	Sonopet iQ Ultrasonic Aspirator Console	3
5450-850-410	Sonopet Cart	3
5450-800-039	Sonopet Torque Wrench, 7mm	3
5500-255-000	Sonopet iQ Universal Angled Handpiece	3
5500-800-278	Sonopet iQ Sterilization Tray	3
5500-007-000	Sonopet iQ Advanced Foot Pedal - Wired	3
0996-851-011	POWER CORD (B), 3.0 M, NEMA	8
6700-313-003	BIPOLAR FOOTPEDAL SINGLE	8
6700-313-004	BIPOLAR INTERCONNECT CABLE	8
6700-313-304	FOOTSWITCH ADAPTER CABLE	8
6700-313-500	BIPOLAR GENERATOR	8
6700-313-600	BIPOLAR IRRIGATOR	8
6700-313-700	CART/FLOOR STAND	8
5402-007-000	CORE FOOTSWITCH	8
5407-FA1-000	Footed Attachment 12mm	12
5407-FA2-000	Footed Attachment 16mm	12
5407-FA3-000	Footed Attachment 25mm	12
5407-120-070	Hd 14cm Straight Attachment	12
5400-210-060	PERFORATOR CHUCK	12
5407-120-486	Elite 17cm Angled Attachment	12
5407-120-470	Elite 12cm Straight Attachment	12
5407-120-480	Elite 14cm Straight Attachment	12
5407-120-482	Elite 14cm Angled Attachment	12
5407-NF2-8CM	NON FOOTED ATTACHMENT 8CM	12
5407-120-442	ELITE 7CM MODIFIED ANGLED ATTACHMENT	12
5407-120-440	ELITE 7CM MODIFIED STRAIGHT ATTACHMENT	12
5407-350-000	PI DRIVE 2 PLUS MOTOR	12
5400-052-000US	CORE 2 - UNITED STATES	8
5400-210-020	PD Series Maestro Straight O" Attachment"	12
0703-001-000	Neptune 3 Rover (120V)	29
0770-100-000	NEPTUNE SMART DOCKING STATION (120V)	4
0711-001-000	120V NEPTUNE S ROVER	4

Total equipment: \$1,939,992.50

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
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SHIP TO: UNIV MED CTR, 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada, 89102-2329, United States

9999-999-999 Trade Up To Return of Agreement #21237667-012 1

Total trade-up/buyout: \$1,306,318.02

Freight: \$14,000.00

Total Amount: \$3,260,310.52

Customer signature	
Signature:	Date:
Print name:	
Mason Van Houweling	
Title:	
CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
	10/15/25
Print name:	
Mark Molenkamp	
Title:	
Director, Sales Operations	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE019 TO MASTER AGREEMENT No. 21237667** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name: Mason Van Houweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 10/15/25
Print name: Mark Molenkamp	
Title: Director, Sales Operations	

Opinion of Counsel Letter

September 19, 2025

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 019 TO MASTER AGREEMENT NO. 21237667 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Nevada and is authorized by the Constitution and laws of the State of Nevada to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	



ADDENDUM TO EQUIPMENT SCHEDULE NO. 019 TO MASTER AGREEMENT NO. 21237667 BETWEEN FLEX FINANCIAL, A
DIVISION OF STRYKER SALES, LLC AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The fifth sentence of Section 1 of the Schedule is hereby replaced in its entirety with the following provision:

"Within fifteen (15) days after the date the Equipment is delivered to Customer under this Schedule, Customer shall either: (i) accept the Equipment by executing and delivering to Owner a Certificate of Acceptance in a form acceptable to Owner; or (ii) reject the Equipment and promptly return the Equipment to Owner, at no expense to Customer, at which time the Schedule shall terminate. If Customer fails within fifteen (15) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The second to last sentence of Section 1 of the Schedule is hereby amended in its entirety read as follows:

"Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term."

3. The sixth sentence of Section 2 of the Schedule is hereby amended in its entirety to read as follows:

"If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 60 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above."

4. The first sentence of Section 3 of the Schedule is hereby amended in its entirety to read as follows:

"If Customer fails to pay (within forty-five days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly."

5. The following language is hereby added to the end of Section 3 of the Schedule:

"Notwithstanding anything to the contrary herein, Customer shall be entitled to self-insure in accordance with NRS Chapter 41 with respect to its insurance obligations hereunder. Customer shall furnish to Owner at Owner's request, a written description of its self-insurance program together with a certification from Customer's risk manager or insurance agent or consultant to the effect that Customer's self-insurance program provides adequate coverage against the risks listed herein."

6. New Sections 4 and 5 and 6 are hereby added to the Schedule which shall read as follows:

"4. Customer is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes. Under that law, all of Customer's records are public records (unless otherwise declared by law to be confidential and are subject to inspection and copying by any person.

5. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Schedule 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. This Schedule shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years (the "Termination Date") in which Customer'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 Schedule (a "Non-Appropriation Event"). Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Schedule. In the event this section is invoked, this Schedule 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. Customer represents and warrants to Owner that the amounts that could become due under this Schedule in the current fiscal year do not exceed those monies appropriated and approved by Customer's governing body for the current fiscal year.

Customer represents and warrants to Owner that as of the date of, and throughout the Term of, this Schedule: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with this Schedule, the performance of its obligations under this Schedule and the acquisition and use of the Equipment; (c) The person(s) signing this Schedule and any other documents required to be delivered in connection with this Schedule (collectively, the "Documents" have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of this Schedule only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to this Schedule, it has funds available to pay all Schedule payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body authorizing the appropriation of funds for the payment of Customer's obligations under the Schedule during the Customer's then-current fiscal year.

If Customer terminates this Schedule prior to the expiration of the end of this Schedule's initial (primary) term, or any extension or renewal thereof, as permitted under *this Section 5*, Customer shall (i) on or before the Termination Date, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event has occurred, and (iv) pay Owner all sums payable to Owner under this Schedule up to and including the Termination Date.

6. Notwithstanding anything herein to the contrary, to the extent that Customer maintains a tax exempt status and such status exempts Owner, any Schedule and/or Equipment described therein from otherwise applicable property, sales and/or use taxes, and Customer provides Owner with proof of the same reasonably satisfactory to Owner, then Owner shall not charge Customer for such property, sales and/or use taxes regarding Owner, such Schedule and/or Equipment. Customer acknowledges and agrees that: (i) even though Customer is exempt from certain taxes, such status may not exempt Owner, any Schedule and/or Equipment from applicable property, sales and/or use taxes and Customer will be liable to pay or reimburse Owner for all such applicable taxes, as billed; and (ii) if Customer disagrees with any determination by Owner that a tax exemption is not available for a certain tax, Customer shall pay or reimburse Owner for such tax, as billed, until such time as Customer obtains a ruling or other written determination from the appropriate state or local agency (in a form reasonably satisfactory to Owner) stating that the tax exemption is available for such tax."

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
			10/15/25
Print name:		Print name:	
Mason Van Houweling		Mark Molenkamp	
Title:		Title:	
CEO		Director, Sales Operations	

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

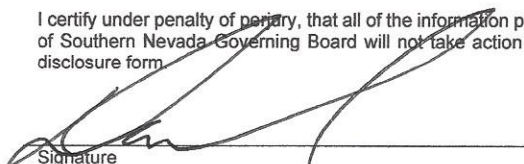
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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


 Signature
 CONTROLLER
 Title

DEION /v/
 Print Name
 12/4/23
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Agreement for Construction Management Services with Grand Canyon Construction, 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 Agreement for Construction Management Services with Grand Canyon Construction, Inc.; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Construction management services for UMC's Acute Rehab Center Project
Bid/RFP/CBE: NRS 332.115(1)(b) (professional services)
Term: Three Years
Amount: Not-to-Exceed \$1,186,350.00
Out Clause: UMC may terminate for cause with 15 days' prior notice to the vendor.

BACKGROUND:

This request is to enter into the Agreement for Construction Management Services for UMC’s Acute Rehab Center Project (the “Agreement”) with Grand Canyon Construction, Inc. D/B/A Grand Canyon Development Partners (“Grand Canyon”).

Grand Canyon will provide services through three separate phases of the contemplated Acute Rehab Center Project (“Project”). The Project, as envisioned, is a 30-bed rehab unit, anticipated to be on the fourth and fifth floors of the UMC Trauma Building. The phases are preconstruction, construction, and closeout. During each phase, Grand Canyon will work with UMC’s architect and staff to, in part, ensure a general contractor is selected, assist in permitting and monitoring of site plans, oversee the work of contractors, attend construction meetings, and finalize the closeout process.

UMC staff also requests authorization for the UMC CEO to exercise any extensions or amendments that UMC deems necessary for the completion of the Project. UMC may terminate for cause with 15 days' prior notice to Grand Canyon.

UMC's Business Development Officer has reviewed and recommends approval of the Agreement. The Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 22, 2025

Agenda Item #

12

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT
SERVICES FOR UMC'S ACUTE REHAB CENTER PROJECT**

GRAND CANYON CONSTRUCTION, INC. D/B/A GRAND CANYON DEVELOPMENT PARTNERS
NAME OF FIRM
Vincent Tatum, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6841 S. Eastern Ave, #103, Las Vegas, NV, 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 492-5300
(AREA CODE) AND TELEPHONE NUMBER
vtatum@grandcanyoninc.com
E-MAIL ADDRESS

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR UMC'S ACUTE REHAB CENTER PROJECT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (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 GRAND CANYON CONSTRUCTION, INC. D/B/A GRAND CANYON DEVELOPMENT PARTNERS, (hereinafter referred to as "COMPANY"), for professional services, including, but not limited to, construction management and consulting, related to the HOSPITAL'S Acute Rehab Center Project, as further set forth on the attached **Exhibit A** (hereinafter referred to as the "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance **not-to-exceed \$1,186,350.00** 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 for the period from the Effective Date through the earlier of: (i) the date of completion of all work related to UMC's Acute Rehab Center Project, or (ii) the date that is three (3) years following the Effective Date ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

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**) at the rates set forth on the attached fee schedule, not-to-exceed the sum of \$1,078,500 before any contingency, as explained in the following Section II(A)(2), is added. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY.
2. A not-to-exceed amount of 10% of the sum of COMPANY'S fees is reflected on the Fee Schedule in **Exhibit A** as "Construction Conflict and Additional Work Allowance." This work may consist of that which is unanticipated and not otherwise covered in the Scope of Work. COMPANY shall submit in writing a cost breakdown to include labor, materials required and time to complete to HOSPITAL's representative for review. This work shall not be performed and payment shall not be made until COMPANY is instructed to proceed by HOSPITAL's representative in writing. COMPANY and HOSPITAL's representative will keep strict account of all costs involved with this item of work.
3. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
4. 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 **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. 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.

5. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within forty five (45) days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
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.

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. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- 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 relevant compliance policies as followed by HOSPITAL's staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies upon COMPANY request. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- 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:
 - 1. 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. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. 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

- A. 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. HOSPITAL's representative may delegate any or all of his/her 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, 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services of services, including any revised cost impact relating to such delays. The revised schedule is subject to HOSPITAL's written approval.

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. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. 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. **HOSPITAL acknowledges that any suspension of the Project may result in COMPANY reassigning its resources and that upon resumption of services by COMPANY, different resources may be assigned.**

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 ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- 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 fifteen (15) calendar days written notice of intent to terminate; and

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 performed or unperformed services or other work.

- b. the Company reserves the right to terminate this Agreement, in whole or in part, for convenience and without cause, upon providing thirty (30) days' written notice to the Client. Notwithstanding the foregoing, the Company may terminate this Agreement immediately upon written notice if the Client:

- Engages in conduct that is disrespectful, discriminatory, or harassing toward any individual or group affiliated with the Company, including but not limited to employees, subcontractors, or representatives;
- Violates any applicable federal Equal Employment Opportunity (EEO) laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA);
- Fails to comply with the nondiscrimination provisions outlined in Nevada Revised Statutes (NRS) Chapter 338, including but not limited to NRS 338.125, which prohibits discrimination based on race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin in public works contracts;
- Does not take prompt and appropriate corrective action upon notification of such conduct or violation.

3. In the event of termination under this clause, the Company shall be entitled to payment for all services performed up to the effective date of termination. Effect of Termination

- 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 performed or unperformed services or other work; and
- ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

- 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. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.

- 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.
 - e. Except as provided for in paragraph 3.d above, the HOSPITAL and COMPANY agree that upon entering into this Agreement, and for a period of not less than one (1) year following the final completion of the Project, that each party will refrain from making offers, enticements and/or inducements to cause employees of the other party or any subsidiary of the party to this agreement to leave the employ of that party and enter into employment, or subcontract, of the other party and/or any subsidiary of this agreement. Such restriction does not apply to employees who independently respond to indirect employment ads, agency, or postings not targeting such employee.
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. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.
 6. COMPANY is licensed to provide management or consulting services and will provide professional services related to management of the construction Project for HOSPITAL; however, COMPANY shall not be required to provide professional services which constitute the practice of architecture or engineering and shall not be held responsible for the errors and omissions of the architect or engineers engaged independently by the HOSPITAL for such services. The COMPANY shall not be required to provide general contracting services and shall not be held responsible for warranty issues or defects related to the construction of the Project, which are the responsibility of the Contractor. The HOSPITAL will separately engage the services of the Contractor for the construction of the Project. Notwithstanding anything hereunder to the contrary, it is understood that the COMPANY shall not be liable for any damages or misconduct of owner employees or agents, broker, general contractor, architect, designers, general contractor, specialty consultants or other project related vendors or consultants, or for any acts or omissions of any other persons beyond the contractual control of the COMPANY.

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: LIMITS OF LIABILITY

- A. Neither party shall be liable to the other for any type of damages for any and all claims, in aggregate, in excess of the amount paid by HOSPITAL to COMPANY under this Agreement. Further, neither party shall be liable to the other for any punitive or exemplary damages or loss, or any lost profits, savings or business opportunity, special, consequential, incidental, or indirect damages. COMPANY shall not be liable for the work performed by the 3rd party consultants for the peer review, as described above, in Section IX(B)(6).

- B. IN NO EVENT SHALL THE FOREGOING LIMITATIONS APPLY TO (I) INDEMNIFICATION OBLIGATIONS, (II) A PARTY'S BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, OR (III) LOSSES OCCASIONED BY THE FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY.

SECTION XII: ARBITRATION

- C. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by binding arbitration to be held in Clark County, Nevada, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Claims submitted to arbitration must not exceed the compensation paid pursuant to this Agreement.
- D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable state of limitations.
- E. No arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by HOSPITAL and COMPANY and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim dispute or other matter in question not described in the written consent or with a person entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- F. The award rendered by the arbitrator or arbitrators shall be binding and final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- G. Each party shall pay its own expenses of arbitration and the expenses of the arbitrator shall be equally shared.

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, or such other address that a party may designate in writing:

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

TO COMPANY: Grand Canyon Construction, Inc.
6841 S. Eastern Ave, #103
Las Vegas, NV, 89119

SECTION XII: MISCELLANEOUS

A. 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.

B. Amendments

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

C. 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.

D. Audits

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 COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

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

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. 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.

J. 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.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY

or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

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

M. 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 amending 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.

N. 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.

O. Indemnity

Both Parties agree to defend, indemnify, and hold the other party harmless and the employees, officers and agents of the indemnified party 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 the offending Party or its employees or agents in the performance of this Agreement. However, HOSPITAL explicitly retains all defenses to such indemnification that may exist under Nevada law. Additionally, any indemnification by HOSPITAL under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable. For purposes of this Agreement, HOSPITAL's obligation to defend shall include only 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.

P. Independent Contractor

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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. Survival of Terms

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

W. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

[The area is intentionally left blank.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

GRAND CANYON CONSTRUCTION, INC.

By:  _____
VINCENT TATUM 9/29/25
President DATE

EXHIBIT A SCOPE OF WORK

COMPANY shall provide preconstruction project management and consulting services for HOSPITAL'S Acute Rehab Center Project (the "Project").

As a part of the Scope, the following services are to be provided by COMPANY as preconstruction project management services and are estimated to continue for nine (9) months (the "Preconstruction Phase"):

1. Assist HOSPITAL in the selection of any design, construction, and/or engineering professionals that may be needed to complete the design and preconstruction activities related to the Project. This includes the necessary design, engineering, consulting, construction, inspections, and procurement vendors needed for the successful completion of the Project. Forms of engagement may include conducting a competitive selection process (such as preparation of RFP's, bid analysis and de-scoping, and interviews, etc.) or direct negotiation, whichever path is determined for the given scope of work.
2. Review and provide comments, if necessary, on any adjustments to the HOSPITAL-provided contract language made by the general contractors, vendors, or suppliers that would be engaged in the Project. This includes negotiating directly with the parties on behalf of HOSPITAL for the best possible outcome within HOSPITAL'S guidelines.
3. Conduct various coordination meetings between HOSPITAL, design, engineering, and construction professionals, and other parties as needed to further define the requirements of the Project. This includes reviewing the proposed building systems, various codes, operational procedures and internal operating requirements.
4. Manage and facilitate the execution of preconstruction services of the general contractor's respective scope of work. This includes coordination of general contractor and the design team to incorporate any changes, value engineering, or other feedback into the final design documents. This also includes reviewing construction activities that may affect the budget, schedule, and quality objectives of the Project.
5. Conduct weekly coordination and status update meetings with HOSPITAL and the Project team members, including, but not limited to, other internal or external project benefactors and stakeholders.
6. Manage adjustments made to the Project design, program, or other requirements based on HOSPITAL-provided directives such as budget, design, and use parameters.
7. Coordination of designers to achieve Project objectives, including the use of new and innovative materials and design methods, cost control, program management, management of design for efficient facilities management, maintenance, and energy usage.
8. Coordinate with HOSPITAL'S internal departments for the incorporation of operational requirements into the design and construction scopes of responsibilities.
9. Review and comment on the design program, design documents and specifications already completed by the design team. This includes conducting internal quality control reviews for elements such as coordination, incorporation of HOSPITAL-directed changes, etc. It also includes reviewing the HOSPITAL'S program and whether program requirements have been incorporated into the Project's design documentation.
10. Manage the value analysis studies with the design team and general contractor to make recommendations that will provide opportunities to reduce costs or add value to the Project.
11. Assist in the pricing and forecasting of the development and construction budgets.
12. Conduct weekly HOSPITAL/architect/contractor meetings (HAC) to facilitate the flow of information and timely decisions.
13. Review of development and construction schedules prepared by the development team and the then-current selected general contractor.
14. Conduct feasibility analysis to verify with the contractor that the progress of work can be accomplished with best value and minimal disruption to the existing adjacent facilities.
15. Review of phasing and logistic plans of actions that achieve the outcomes the HOSPITAL sets regarding schedule objectives. This includes review of HOSPITAL operating requirements and incorporating those requirements into the general contractor's schedule requirements.
16. Create and maintain a comprehensive Project development budget to include estimate forecasting for all development functions required for the Project. Incorporation of any HOSPITAL-managed activities

(data provided by the HOSPITAL) into the master Project development budget, inclusive of soft and hard cost projections. This budget will be updated on an ongoing basis during the Project and will be coordinated with HOSPITAL'S outside and internal resources.

17. Create and maintain a comprehensive Project development schedule to include forecasting all development functions required for the Project. Incorporation of any HOSPITAL activities into the master Project development schedule is included. A construction schedule will be provided by a designated general contractor and incorporated into the Project development schedule. This development schedule will be updated on an ongoing basis over the course of the Project. COMPANY may work directly with the general contractor to incorporate a master Project development schedule that is maintained within the general contractor's preferred construction scheduling software (i.e., P6) to maintain continuity and collaboration.
18. Conduct negotiations and discussions with local and state authorities having jurisdiction (AHJ), such as the City of Las Vegas Building Department, the City of Las Vegas Building and Fire Prevention Department, as necessary for coordination of all Project activities.
19. Conduct review of pay applications and verification of work completed for billing. This would include the architect of record, general contractor, and miscellaneous vendors that will be involved on the Project under the supervision of COMPANY. This also includes facilitating an invoice submission process (i.e., draw) to route the necessary reviewed invoices for approval.
20. Facilitate and coordinate any mockups being completed by a selected general contractor, suppliers, or vendors to ensure review and quality control to meet the HOSPITAL'S standards.
21. Coordinate with HOSPITAL, its employees, or 3rd party stakeholders that may have input on the design, construction, or procurement activities throughout the Project. This includes facilitating meetings and coordination of action items needed to keep the Project on schedule.
22. Coordinate and perform support services necessary to satisfy any voluntary or mandatory audit provisions stipulated by the HOSPITAL and or any AHJ.
23. Develop a comprehensive responsibility matrix identifying the major Project participants, stakeholders, and third-party groups that will need to be coordinated throughout the design of the Project. Construction Project management services.

The following services will be provided as construction project management services and are estimated to continue for fifteen (15) months (the "Construction Phase"):

24. Cost and schedule management through the construction process. Weekly review of CPM schedule and three-week look-ahead schedule to verify timely completion of work.
25. Review of any proposed cost changes or scheduling impacts by the contractor for this phase of the work.
26. Review of contractor bid forms and instructions to bidders.
27. Review of all subcontractor bids and bid analysis sheets.
28. Review of subcontractor recommendations made by the general contractor and the administration of the construction agreement.
29. Review of the Project-specific safety plan provided by the general contractor.
30. Provide on-site project management service with daily observations of the work and daily reporting of progress, construction issues, safety and manpower provided on site by the contractor and its subcontractors.
31. Participate in general contractor-led HOSPITAL/architect/contractor meetings (HAC) to facilitate the flow of information and timely decisions.
32. Review of any proposed cost changes or scheduling impacts by the general contractor for this phase of the work. Make recommendations to HOSPITAL for approval or rejection based on review of the documentation, the contract terms of the agreement, and observed field conditions relative to the work. Coordinate and work with the general contractor to resolve any open matters that may involve cost or schedule impacts. Work with HOSPITAL and general contractor to ensure that change orders do not impact Project requirements or design intent.
33. Review, evaluate, and make recommendations for approval to HOSPITAL for requested additional service requests from consultants or vendors on the Project.
34. Review of pay applications and verification of work completed for billing of invoices by all parties participating in the development of the Project. This includes the review and reconciliation of agreements of participating vendors to ensure compliance with the terms and conditions of the agreement.
35. Review of general contractor pay applications and verification of work completed for billing. This includes providing written observations of items requiring correction or clarification and subsequently verifying the response.

This includes the collection and review of:

- a. Preliminary Lien Notice Tracking
- b. Processing of monthly pay applications
- c. Tracking of monthly conditional and unconditional lien waivers from subcontractors/vendors
- d. Tracking of monthly lien waivers from general contractor
- e. Verification that all insurance coverage is current from all contractors
- f. Line-item tracking of contract schedule of values
- g. Payroll information required to meet prevailing wage requirements
36. Coordinate with general contractor and design professionals to ensure RFIs and any open matters affecting construction are addressed in a timely manner.
37. Review the status of the work performed for any mockup materials and products (exhibit materials, etc.). Make recommendations for adjustments that may be necessary to meet the HOSPITAL'S intent and the Project objectives.
38. Coordinate with the performing general contractor to incorporate lessons learned from the mockup exercises into the final contract scope of work for the Project. This includes assumptions such as the quality of finish, responsibility assignment (i.e., OFOI, OFCI, CFCI responsibility), and sequence of work considerations.
39. Conduct punch list activities throughout the various phases of construction. This would include working with the various representatives of the HOSPITAL and general contractor to ensure quality of the final work product and operational functionality of equipment and infrastructure.
40. Provide weekly reporting for HOSPITAL, highlighting and addressing work performed onsite, quality assurance and control considerations, field documentation of observed discrepancies compared to the contract documents, and other points of interest that the HOSPITAL may request to be observed during construction.
41. Coordinate with HOSPITAL and general contractor on anticipated disruptions to services, utilities, circulation, or other matters that may impact the operations of the facility. These disruptions would be communicated via impact notices or other measures as defined by the HOSPITAL.

The following services will be provided as construction closeout management services and are estimated to continue for two (2) months (the "Construction Closeout Phase"):

42. Construction closeout of general contractor agreement, verifications of subcontractor payments, lien waivers and collection of all documents required (closeout checklist is recommended to be reviewed and approved by all parties early).
43. Reconcile final contract values and the contractual terms and conditions of the general contractor and other vendors under the direct management of COMPANY.
44. Closeout tracking and collection of documents (to include, but not limited to):
 - a. As-built documents
 - b. O&M manuals
 - c. HOSPITAL training on mechanical systems
 - d. Maintenance contracts
 - e. Attic stock
 - f. Key turnover
 - g. Contractor and manufacturing warranties
 - h. Subcontractor and vendor lists
 - i. Verify the punch list is complete
 - j. Certificate of occupancy permits
 - k. Test reports complete
 - Equipment start-up sheets
 - NCR resolution
 - Insurance ACORDS current
 - Unconditional lien waivers
45. Closeout functions also include collecting the necessary administrative documents for the design team to close out their contract commitments.
46. Support audit requirements that may be defined by the HOSPITAL and the state.

EXHIBIT A CONTINUED FEE SCHEDULE

Regarding the Preconstruction Phase (nine (9) months from Effective Date):

A lump sum fee of \$38,000 per month for Preconstruction Phase services, as described elsewhere in this Exhibit A.

This phase will commence on the date that a designated HOSPITAL representative provides a notice to proceed to COMPANY.

This phase will last until the completion of the Preconstruction Phase and the commencement of the Construction Phase.

The above fee is based on the assumption that the following personnel will be assigned during this phase:

- o (1) part-time project executive, 24 hours per month
- o (1) full-time project manager, 160 hours per month
- o (1) part-time assistant project manager, 80 hours per month

Regarding construction project management services (the "Construction Phase") (fifteen (15) months following Preconstruction Phase):

A lump sum fee of \$47,500 per month for construction project management services, as described elsewhere in this Exhibit A.

This phase will commence upon the completion of the Preconstruction Phase . This phase will last until all major construction activities are completed.

The above fee is based on the assumption that the following personnel will be assigned during this phase:

- o (1) part-time Project Executive, 24 hours per month
- o (1) full-time Project Manager 160 hours per month
- o (1) full-time Assistant Project Manager, 160 hours per month

Regarding construction closeout management services (two (2) months following Construction Phase):

A lump sum fee of \$12,000 per month for closeout management services, as described elsewhere in this Exhibit A.

This phase will commence upon completion of the Construction Phase. This phase will last until the completion of construction closeout activities and is anticipated to take approximately two to three months.

The above fee is based on the assumption that the following personnel will be assigned during this phase:

- o (1) part-time Project Manager 40 hours per month
- o (1) part-time Assistant Project Manager 40 hours per month

A 10% Construction Conflict/Additional Work Allowance will be included in the total Project fee. Assumptions and clarifications:

Cost of any permits, contractor/vendor/non-COMPANY consultant fees, application fees, or other fees and expenses due to other parties are not included in COMPANY'S fees.

A separate proposal for services may be provided by COMPANY for additional services that become necessary for the management of any future work outside of what is set forth in this Exhibit A.

Notwithstanding anything contained to the contrary herein:

- Vendor's monthly lump-sum fee includes, but is not limited to, vendor expenses, travel and mileage, miscellaneous office copies, telephone, and cell phone service for staff. In the event that it is determined, at HOSPITAL'S sole discretion, that certain travel should not be included in the lump sum fee, then HOSPITAL'S Travel Policy, attached hereto as Exhibit E, shall control.
- No phase shall exceed the Term, as defined in the Agreement, and total fees due to COMPANY from HOSPITAL shall not exceed the not-to-exceed sum set forth in Section II(A)(1) of the Agreement, as may be amended by subsequent mutual agreement.
- COMPANY is responsible for ensuring that each phase of the Project is completed within the hours contemplated, and HOSPITAL shall owe no additional sum to COMPANY if COMPANY requires additional time for completion. This is applicable only in the event that HOSPITAL or its vendors that it engages in the scope of this Project does not increase the duration of any phase nor cause the amount of hours and resources that COMPANY must provide to be increased. In such event, COMPANY shall notify HOSPITAL of any anticipated or actual requirement to increase the duration of any phase or increase the number of resources and hours COMPANY requires to prosecute its services. HOSPITAL and COMPANY shall mutually agree upon any adjustment to the services that COMPANY is required to provide to meet the requirements of the change in scope or phase of the Project.
- Hospital recognizes that COMPANY is not responsible for the performance of the work completed by the HOSPITAL's general contractor, direct vendor, or design/engineering professionals in which COMPANY is providing coordination and management services thereof. HOSPITAL also recognizes that time required to complete the Project is dependent on factors outside of COMPANY's control such as HOSPITAL's direction, budget approvals, restrictions or special requirements limiting or preventing the work of others to commence or be completed, permit and/or regulatory approvals by outside agencies that neither COMPANY nor HOSPITAL or its agents control, or changes to regulatory guidelines, restrictions, or supply chain disruptions that impact overall Project schedule. As such, the amount of time and resources for which the COMPANY requires to complete its services shall be adjusted accordingly to match the time and effort required to manage the HOSPITAL's general contractor.
- COMPANY shall not be required to provide any additional services, including exceeding its resources and hours allocated to this Project, if HOSPITAL and COMPANY do not execute an amendment or change order formally adjusting the scope, services, and fees of the COMPANY for performing such modified work.
- Prior to beginning the construction management phase and, subsequently, prior to beginning the construction closeout management services phase, COMPANY shall provide written notice by email to the designated HOSPITAL representative. HOSPITAL shall have seven days to request a delay in the start of such phase. If such a delay is requested by HOSPITAL within the seven-day period, then no fees for the respective phase will accrue, nor will they accrue during such time for the prior phase, until either the arrival of the date that HOSPITAL has requested for resumption or until such a date is provided by HOSPITAL.

EXHIBIT B 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. **Best Key Rating**: 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. **HOSPITAL Coverage**: 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. **Endorsement/Cancellation**: 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. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, 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.
- H. **Automobile Liability**: 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 **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: 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.
- K. **Failure To Maintain Coverage**: 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.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: 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.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by 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: The 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
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: UMC'S ACUTE REHAB CENTER PROJECT (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by 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)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

UMC'S ACUTE REHAB CENTER PROJECT

9. CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: CBE 332.115(1)(b) / UMC'S ACUTE REHAB CENTER PROJECT

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

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 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

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**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				21		
Corporate/Business Entity Name:		Grand Canyon Construction, Inc.				
(Include d.b.a., if applicable)		Grand Canyon Development Partners				
Street Address:		6841 S. Eastern Avenue, Suite 103		Website: www.grandcanyoninc.com		
City, State and Zip Code:		Las Vegas, Nevada 89119		POC Name: Sam Nicholson		
Telephone No:		702-492-5330		Email: SNicholson@grandcanyoninc.com		
Telephone No:		702-492-5330		Fax No: 702-522-7753		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A		
				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	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Samuel E. Nicholson	President	100%

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

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

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

 Signature	Vincent Tatum Print Name
Executive Vice President Title	September 13, 2021 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
N/A			

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Terms and Conditions of Appointment GME	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 Terms and Conditions of Appointment for Resident Physician template agreement; authorize the Chief Executive Officer to exercise any extension options and amendments; or take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000869500
Description: Resident Appointment Letter
Bid/RFP/CBE: n/a
Term: Period of Appointment TBD
Amount: Annual Salary TBD

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

BACKGROUND:

This request seeks approval for the template agreement that will be utilized by UMC in the employment of resident physicians within the Radiology Residency Program. The agreement delineates the respective obligations of both the resident and UMC, as well as various additional terms and conditions applicable throughout the program year.

UMC's Academic and External Affairs Administrator has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 22, 2025

Agenda Item #

13

University Medical Center of Southern Nevada
Graduate Medical Education
Terms and Conditions of Appointment for Resident Physician

This Terms and Conditions of Appointment (the "Agreement"), is made and entered into by and between University Medical Center of Southern Nevada (hereinafter referred to as "Hospital" and _____, _____ (hereinafter referred to as "Resident") as of the last date affixed on the signature block below, with the intent that it be effective upon the commencement of the Current Period of Appointment (defined below).

SUMMARY OF DEFINED TERMS:

It is the purpose and intention of Hospital to assist Resident in the pursuit of their studies as a graduate medical education student by employing them as a resident physician. For purposes of this Agreement, the terms used herein are defined as follows:

1. Resident: the above-referenced individual who, by execution of this Agreement, has agreed to engage in a post-graduate training program sponsored by Hospital.
2. Department: Click or tap here to enter text.
3. Training Program: Click or tap here to enter text.
4. Program Director: Click or tap here to enter text.
5. PGY Level: Choose an item.
6. Current Period of Appointment: From Click or tap to enter a date. Through Click or tap to enter a date.
7. Annual Salary: \$ Click or tap here to enter text.

I. Obligations of the Resident

1. Resident accepts appointment by Hospital and agrees to participate in the Training Program (at Hospital and each of its applicable affiliated educational sites) for the Current Period of Appointment. Renewal of this appointment is dependent upon satisfactory performance as determined by the Program Directors' review of the conditions of reappointment in accordance with the GME policy titled Resident Promotion Appointment Renewal and Dismissal, a copy of which has been made available to Resident. This Agreement does not establish any right or expectancy of an appointment for any subsequent residency year regardless of the number of years generally associated with a particular Training Program.
2. Resident agrees to perform all assigned training duties to the best of their ability and to abide by Hospital and Hospital's affiliated educational sites rules, regulations, policies, procedures, directives, as well as the Nevada Medical Practice Act (NRS Chapter 630 or Chapter 633, as applicable).

3. Specific policies involving individual Resident moonlighting will be determined by the Training Program. However, a prospective written statement of permission must be obtained prior to moonlighting. No professional liability coverage is provided by the Hospital for external moonlighting. Moonlighting privileges may be revoked by the Program Director if the Program Director feels that the moonlighting is adversely affecting Resident's patient care or education or if the same is putting Resident at risk for work hours violation or excessive sleepiness/fatigue.
4. As a condition of this appointment, Resident must maintain or possess the following:
 - Must be authorized to work in the United States without sponsorship.
 - Residents must be licensed by the applicable Nevada State Board to practice within the limits of the Training Program. All residents with a limited license may practice only under such conditions as approved by their Program Director, Designated Institutional Official, and the applicable Nevada State Board Regulations.
 -
 - Graduation from a medical school in the United States, accredited by the Liaison Committee on Medical Education (LCME); or, graduation from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association (AOA); or, graduation from a medical school outside of the United States, and meeting one of the following additional qualifications:
 - Holds a currently-valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) prior to appointment; or,
 - Holds a full and unrestricted license to practice medicine in a United States licensing jurisdiction in his or her current ACGME specialty-/subspecialty program.

Failure to obtain or maintain necessary licenses and permits and to maintain eligibility to work in the United States will result in automatic suspension and may result in dismissal which shall render this Agreement null and void. Furthermore, this Agreement, and Resident's participation in the Training Program, is subject to immediate termination without the need for further notice, nor right of appeal, if at any time Resident's license is suspended, revoked or lapses in any way and for whatever reason.

5. Residents are expected to:
 - Develop a personal program of self-study and professional growth with guidance from the teaching staff.
 - Participate fully in the educational activities of their Training Program, and as required, assume responsibility for teaching and supervising other residents and students.
 - Participate in institutional committees and councils, especially those that relate to patient care review activities.
 - Keep charts, records, and/or reports up to date and signed at all times.
 - Complete the GME exit survey in order to receive a certificate of training.

- Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine.
 - Consider clinically appropriate cost containment measures in the provision of patient care.
 - Participate in the evaluation of the Training Program and its faculty in a timely manner using the mechanisms provided by the Training Program.
 - Participate fully and collaboratively with other members of the care team including, but not limited to, attending physicians, nursing staff, therapists, case managers, and ancillary staff.
6. This Agreement is contingent upon Resident successfully completing all UMC onboarding requirements, including but not limited to a criminal background check, drug screen, etc. This Agreement shall be null and void if Resident does not complete all onboarding requirements.
 7. Resident is responsible for fulfilling any and all obligations that Hospital deems necessary for them to begin and continue duties as a resident, including but not limited to attending orientations, receiving appropriate testing and follow-up if necessary for communicable diseases, fittings for appropriate safety equipment, necessary training, and badging procedures. This Agreement is expressly conditioned on Resident fulfilling these obligations prior to beginning any resident duties. Failure to complete these obligations prior to beginning resident duties will render this Agreement null and void and subject them to immediate termination from the Training Program without further notice or right of appeal.

II. Obligations of Hospital

1. Hospital shall endeavor to maintain the accreditation status of the Training Program through the Accreditation Council for Graduate Medical Education (ACGME). The Training Program will have as its primary purpose the graduate medical education of Residents.
2. Hospital shall provide Resident with the Annual Salary as referenced in the Resident Salaries and Benefits document located at <http://www.umcsn.com/GME> in accordance with the PGY-level stated above, payable in accordance with applicable established policies of Hospital. Payment of this Annual Salary shall be contingent upon satisfactory performance of all assigned duties by Resident.
3. The duration of appointment will be 12 months contingent on the Resident satisfying and adhering to all Obligations of the Resident.
4. Hospital may assign Resident to one or more of the Hospital affiliated educational sites and/or organizations.
5. Hospital is responsible for adhering to all clinical and educational work hour requirements as outlined by the ACGME and the Resident Clinical and Educational Work Hours policy.
6. Resident is entitled to certain Administrative Leave Days (ALDs), as set forth in the Resident Vacation and Leaves of Absence policy, a copy of which has been made available to Resident. ALDs may not be carried over from one year to the next. All accumulated

ALDs must be taken prior to the termination of this appointment and is not paid out upon termination or completion of the program.

7. Resident may receive certain sick leave by way of an Extended Illness Bank (EIB), as outlined in the Resident Vacation and Leaves of Absence policy.
8. Resident is entitled to a leave of absence including medical, parental, and caregiver leave as outlined the Resident Vacation and Leaves of Absence policy. Resident will be provided accurate and timely information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the Training Program and upon Resident eligibility to participate in examinations by the relevant certifying board(s).
9. Hospital will provide basic health and dental care coverage, with applicable premiums and deductibles paid by Resident, for residents/fellows and their eligible dependents, through a health insurance program as described on the website at <http://www.umcsn.com/GME>. Enrollment in the benefit programs will be available the first of the month following 15 days of employment. For coverage outside of the benefits period please visit: <https://www.nevadahealthlink.com/>.
10. Hospital shall provide life and disability insurance, with applicable premiums paid by Resident, as described on the Hospital website at <http://www.umcsn.com/GME>.
11. Residents will be eligible to participate in the Public Employee Retirement System (PERS), pursuant to the terms and conditions of the State of Nevada, as set for in NRS 286 and related guidance.
12. Residents will be covered under Hospital workers' compensation program.
13. Pursuant to NRS 41.038, Hospital has adopted a self-insurance program for professional liability. UMC maintains a self-insured retention fund that provides insurance coverage to employed providers. Providers are also afforded protection of NRS 41.035. Hospital may, from time to time, also purchase a policy of insurance that is excess to Hospital's self-insurance program for professional liability. Hospital is statutorily authorized to indemnify Resident for compensatory damages that may be rendered against them as a result of acts or omissions within the course and scope of their employment with Hospital as alleged in a lawsuit, action or claim (even should the lawsuit, action or claim arise subsequent to the termination of Resident's employment with Hospital) unless those damages arise from reckless, wanton or malicious conduct on the part of Resident. Hospital is legally prohibited from indemnifying Resident and paying damages on his or her behalf in any of the following circumstances: (a) there is an award of compensatory damages against Resident based on reckless, wanton or malicious conduct; or (b) there is an award of punitive or exemplary damages against Resident; or (c) there is an assessment of attorney's fees and/or costs to be paid to the plaintiff or claimant based upon a damage award as described in the aforementioned sections (a) and (b); or (d) Resident fails to provide a written request for defense; or (e) Resident fails to cooperate in good faith with defending the lawsuit, action or claim. Coverage shall be limited to medical activity engaged within the scope of Resident's employment and training duties during the course of Resident's graduate medical education but does not include moonlighting activities. Hospital will not provide tail coverage for any claims arising prior to and/or outside of employment with the Hospital.

14. Hospital and its affiliated educational sites will abide by Institutional ACGME requirements to provide adequate and appropriate Resident working conditions.
15. Resident's will have the ability to submit grievances relating to Accreditation Council of Graduate Medical Education's (ACGME)-accredited residency programs at the program and/or institutional level through a formal process as outlined in the Resident Grievances policy.
16. The applicable Program Director will provide specific details related to board examination eligibility. Information regarding board examinations and eligibility can be found at <https://www.abms.org/>.

III. Additional Terms

1. As outlined in the Resident Promotion Appointment Renewal and Dismissal policy, Resident may be provided with written notice of non-renewal, as applicable therein. A resident who has received a notice of non-renewal, suspension, non-promotion, or dismissal may seek review of the non-renewal, suspension, non-promotion, or dismissal through the Resident Due Process policy. A resident in their final year of training expressly understands and agrees that the provisions of this paragraph constitutes notice to the employee of the non-renewal of appointment with Hospital upon close of business at Hospital on the latest day indicated in this Agreement.
2. Resident agrees and acknowledges that Hospital alone has the right to bill and receive payment from patients and third-party payors, including all government-sponsored programs, for physician services rendered by Resident, and Resident shall not bill any patient or third-party payor for such services. All income or fees for physician services rendered by Resident shall belong to, and be the property of, Hospital. Resident agrees to complete and execute any and all documentation deemed necessary by Hospital to effectuate the assignment of his or her professional billings. This section shall survive termination of this Agreement.
3. Failure to abide by the terms and conditions outlined in this Agreement, or failure to complete the full term of this Agreement as stated above, may result in no credit granted for the training completed, no issuing of a Certificate of Completion by the institution, and no letters of recommendation offered by the Training Program.
4. 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. 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.

5. This Agreement shall have no force and effect, and shall in no way bind Hospital, unless and until the same has been approved in accordance with all applicable requirements of the Hospital Board of Hospital Trustees, Governing Board, or any delegated authority in accordance with state law and applicable Clark County ordinance.
6. THIS AGREEMENT MAY BE TERMINATED BY THE HOSPITAL DURING THE CURRENT PERIOD OF APPOINTMENT FOR REASONS OF IMPROPER CONDUCT, MORAL OR ETHICAL REASONS, AND FOR INABILITY TO PERFORM TO DEPARTMENT OR EDUCATIONAL STANDARDS AND OBJECTIVES. PROCEDURES FOR NOTICE, HEARING, AND APPEAL OF TERMINATIONS OR OTHER ACTIONS, OTHER THAN FOR FINANCIAL REASONS, SHALL BE FOLLOWED AS ESTABLISHED BY THE HOSPITAL. (SEE RESIDENT DUE PROCESS POLICY).

[SIGNATURE PAGE TO FOLLOW]

The undersigned accepts the appointment outlined above and agrees to all Hospital rules, regulations, policies, procedures, and directives of Hospital, as well as those of Hospital's affiliated educational sites to which they are assigned. The undersigned also agrees to discharge all the duties of a Resident as determined jointly by the affiliated educational sites and respective Program Director of the Training Program at Hospital.

Signature of Resident Appointee **Date**

Accepted on behalf of the Hospital by:

Mason Van Houweling Date
CEO, University Medical Center

**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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 22, 2025

Agenda Item #

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

Issue: Closed Session	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 22, 2025

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