



UMC Audit and Finance Committee Meeting

Wednesday, March 18, 2026 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
March 18, 2026 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 February 18, 2026. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive the monthly and year-to-date financial reports for February 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 acceptance by the Governing Board the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. *(For possible action)*
7. Review and recommend for approval by the Governing Board the Equipment Acquisition Agreement with Werfen USA LLC; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Commercial Services Agreement with Cox Communications Las Vegas, Inc. d/b/a/ Cox Business; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Agreements with Epic Systems Corporation for Cheers & Campaigns Modules; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Amendment to the RFP 2024-06 Comprehensive Care Consulting Agreement with Practice Partners, LLC; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements with Hummingbird Healthcare for Epic Support and Epic Strategic Projects; authorize the Chief Executive Officer to execute extensions; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement by and between Nevada Health & Bioscience Asset Corp. and University Medical Center of Southern Nevada; or take action as deemed appropriate. *(For possible action)*
13. Review and receive feedback on the tentative FY 2027 Preliminary Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

University Medical Center of Southern Nevada
Governing Board Audit and Finance Committee Meeting
February 18, 2026

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 Harry Hagerty and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

Harry Hagerty, Chair
Bill Noonan (via Teams)
Mary Lynn Palenik (via Teams)
Christian Haase (via Teams)

Absent:

None

Others Present:

Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Kendrick Russell, Chief Human Resources Officer
Doug Metzger, Controller
Bud Shawl, Executive Director, Continuum of Care
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 Hagerty 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 January 21, 2026. (For possible action)

A change was made to correct the named chair of the committee.

A motion was made by Member Palenik to approve the minutes as amended. Motion carried by a majority vote.

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

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive monthly and year-to-date financial report for November and January FY26; and direct staff accordingly. (*For possible action*)

DOCUMENTS SUBMITTED:

- January FY26 Financial Report

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for January.

Admissions were 40 cases below budget. AADC was up slightly. Length of stay was 5.75. Hospital acuity was 1.77.

Inpatient surgeries were below budget 82 cases. Outpatient surgeries were down 10 cases.

There were 11 transplants in the month. ER visits were 535 cases above budget; the key driver was pediatrics. The overall ER conversion rate was 21%. Quick cares were on budget and primary care locations were down 1,400 visits.

Telehealth had 450 visits for the month, and there were 125 deliveries. The Crisis Stabilization Clinic (CSC) saw 251 visits. The OP Infusion Clinic saw 483 patients.

In trended stats, there were 18 admissions over the 12-month average. ALOS was up slightly. On March 2nd, two additional OR suites will be opened and primarily used to perform inpatient surgeries.

Chair Hagerty asked if there are statistical measurements related to capacity utilization in the OR, such as hours per day, week and average surgical time. Ms. Fox explained how this can be seen through the OR dashboard.

Chair Hagerty commented that it would be helpful to see an OR capacity utilization metric in the slide deck moving forward.

Member Palenik asked if there is a penalty for wasted OR block time. A discussion ensued about monitoring the efficient use of block times.

Ms. Wakem highlighted the trend related to transplant cases, which has decreased, due to a change in how organs are allocated coupled by increased reimbursement. The goal was to reduce unused organs. Telehealth volumes are increasing. The Ortho Clinic experienced its second highest month in volume.

Payor mix trends were reviewed briefly. There have been no significant changes to Medicaid or self-pay.

The income statement for January showed net patient revenue below budget \$3.5 million below budget. Other revenue was down approximately \$ 855k. Total operating revenue was \$4.5 million below budget. Operating expenses were down \$5.5 million. EBITDA \$2.5 million on a budget of \$1.8 million, which was approximately \$700K over budget. There was a brief discussion regarding the ratio of operating expenses related to volume versus indirect costs.

Member Noonan asked about the profit margin for telehealth. Ms. Wakem responded that it is an option for patients to be seen by physicians as an alternative to going to a clinic or emergency room.

YTD total operating revenue was below budget \$23.8 million, and operating expenses were \$28 million below budget. EBITDA \$14.5 million, on a budget of \$12 million, which was approximately \$2.4 million over budget year to date.

Salaries were favorable to budget \$1.1 million. Overtime was below budget. Contract labor was slightly over budget. All other expenses were below budget \$4.4 million, primarily due to drop in 340B revenue.

Key financial indicators were reviewed for profitability, labor, liquidity, and cash collections. Profitability and labor were mostly in the green. Day's cash on hand was green with 71.8 days. Approximately \$37.3 million remains outstanding in supplemental payments. Ms. Wakem provided a brief update on the status of the remaining supplemental payments. Cash collection goals were met.

Organizational goals were reviewed. Currently, two of the four goals are being met.

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

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:

Ms. Wakem provided the following updates:

BDO Single Audit Report:

The single audit has been completed, and the report has been issued.

HRSA Audit:

The HRSA Audit for the 340B program has officially started. All documents have been provided to the auditors, and there will be a site visit next week.

New Supplemental Payment Program Refresher:

Ms. Wakem provided a high-level review of the supplemental payment program, highlighting the strategic importance of supplemental payments, how the hospital is funded, as well as the programs that UMC receives benefits.

The four entities involved in the supplemental payment program are CMS, Clark County, the Nevada Health Authority, and UMC. Ms. Wakem explained that the County sends an IGT payment to the state, and CMS matches this amount. A portion remains with the state, and the rest is returned to UMC. A discussion followed regarding how the funding is divided among the entities and how it is used.

Ms. Wakem next reviewed and discussed a grid showing the breakdown of the supplemental programs used at UMC. UMC receives quarterly payments from these directed payment programs. Causes for adjustments and delays in payments were reviewed.

FINAL ACTION TAKEN:

None taken

ITEM NO. 6 Review and recommend for approval by the Governing Board the Participating Facility Agreement with SelectHealth, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Participating Facility Services Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new Participating Facility Agreement with SelectHealth for its Crisis Stabilization Center (CSC). This agreement establishes that SelectHealth will compensate UMC through rates and reimbursements for covered services. It has a one-year term with four renewal options. Termination can occur without cause with a 60-day notice.

There was ongoing discussion about concerns regarding volumes at the CSC. Chair Hagerty also asked about follow-up discussions with the county regarding an increase in subsidies due to decreased volumes. Ms. Wakem responded that there are no updates at this time. Bud Shawl added that the subsidies needed continue to trend downward.

FINAL ACTION TAKEN:

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

ITEM NO. 7 Review and recommend for ratification by the Governing Board the Amendment Number Eleven to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Amendment
- Disclosure of Ownership

DISCUSSION:

This amendment will add compensation schedules for various products with SilverSummit. Ratification was necessary to avoid inaccurate reimbursements resulting from the retroactive application of effective dates to the individual marketplace products.

FINAL ACTION TAKEN:

A motion was made by Member Haase to ratify the amendment and to 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 First Amendment to Specialist Physician Services Agreement with Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Agreement – Amendment 1
- Disclosure of Ownership

DISCUSSION:

This amendment is to extend the term an additional year through January 31, 2027.

FINAL ACTION TAKEN:

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

ITEM NO. 9 Review and recommend for approval by the Governing Board the Agreement with GE Healthcare for the purchase of anesthesia machines; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Quote - Redacted
- Disclosure of Ownership

DISCUSSION:

This agreement with GE Healthcare is for the purchase of 18 new anesthesia machines to replace the current end-of-life and end-of-service anesthesia machines, which are used in every surgery to sedate patients and monitor their vital signs and breathing when intubated. HealthTrust GPO pricing is included, and the agreement comes with a one-year warranty.

FINAL ACTION TAKEN:

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

- ITEM NO. 10 Review and recommend for award by the Governing Board RFP No. 2025-12 Clinical Denial Services to RSource, LLC d/b/a Knowtion Health; approve the RFP No. 2025-12 Service Agreement; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Service Agreement

DISCUSSION:

A notice of interest was issued in November allowing companies to express their interest in participating in the RFP for Clinical Denial Services. There were 8 respondents.

The selection of the award was recommended to Knowtion Health to provide remote clinical denial services for the Patient Accounting Department. The agreement lasts for 3 years with two 1-year options to extend. Payment is contingency-based, depending on the amount recovered.

FINAL ACTION TAKEN:

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

- ITEM NO. 11 Review and recommend for approval by the Governing Board the Professional Services Agreement for Cardiology Clinical Coverage with Nevada Heart and Vascular Center (Resh), LLP; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Professional Services Agreement
- Disclosure of Ownership

DISCUSSION:

This request is to approve the new agreement for clinical coverage with the provider for a new 5-year term. Either party may terminate with a 365-day

written notice. The vendor will provide emergency and on-call services with consultative coverage on a 24/7 basis to treat the hospital's inpatients, outpatients, ER and trauma patients, etc.

Member Palenik asked why the RFP process wasn't used. Ms. Allen explained that the professional services exception was applied for this agreement, and since this is the incumbent vendor, there was no need to go through an RFP for the service.

A discussion followed about considering other providers in the future, an early out clause in the agreement, and the hospital's criteria for evaluating vendor contracts.

FINAL ACTION TAKEN:

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Master Services and License Agreement and Order Form with SC Johnson Professional USA, Inc. for the SwipeSense project; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Master Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This is a new 36-month agreement with SC Johnson for SwipeSense hygiene sensors. This is a healthcare technology platform that monitors hand hygiene, tracks staff movements, and automates room status updates, streamlining daily operations and helping UMC reduce infection risks, while meeting regulatory and compliance standards. The modules are expected to improve infection control, workflow efficiency, and staff accountability.

Implementation for the monitors and software is anticipated to be 15-weeks. Either party may terminate the agreement with a 180-day written notice.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the agreement and to 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 Agreement for Medical Coding Support with Fort Topco, Inc. d/b/a AGS Health LLC; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- ICD-10 Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new 5-year term agreement for remote coding support. Termination without cause upon 90-days' notice.

FINAL ACTION TAKEN:

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

ITEM NO. 14 Review and recommend for award by the Governing Board the RFP No. 2025-10 Revenue Cycle Assessment to BDO Digital, LLC d/b/a BDO Management Consulting; approve the RFP No. 2025-10 Service Agreement; authorize the Chief Executive Officer to exercise any extension options and execute future amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Service Agreement

DISCUSSION:

In September, a notice of interest was posted; seven responses were received.

The selection of the award was recommended to BDO to provide a comprehensive, enterprise-wide assessment of UMC's revenue cycle processes, challenges, and opportunities for improvement. The term of the agreement is one year with two renewal options. Termination can occur without cause with 30 days' notice.

Chair Hagerty noted that BDO handles UMC's financial and single audits and wants to ensure there is no conflict.

Member Palenik added that the audit partner should be aware of this agreement. Staff will contact the vendor to confirm they are aware of the relationship with the auditors.

FINAL ACTION TAKEN:

A motion was made by Member Palenik to approve the agreement and to make a recommendation to the Governing Board to approve the agreement provided there is no conflict with the BDO Auditors. Motion carried by unanimous vote.

ITEM NO. 15 Review and recommend for award by the Governing Board the RFP No. 2025-13 for UMC Elevator Service Agreement to KONE, Inc.; authorize the Chief Executive Officer to sign the Service Agreement and execute any extension options and future amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Service Agreement
- Disclosure of Ownership

DISCUSSION:

In December, a notice of interest was posted; two responses were received. Staff recommends award of the bid to KONE, Inc. as the lowest responsive and responsible bidder. The vendor will service 35 elevators, including preventative maintenance, parts, labor, equipment, quality control, and perform emergency repairs for the 5-year agreement.

Ms. Allen explained that this project is not a part of the elevator modernization project.

FINAL ACTION TAKEN:

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

- ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Purchaser-Specific Agreement Form with Vitalant for blood products and services; authorize the Chief Executive Officer to execute any extension options and future amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Blood Services Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a request to enter into a new agreement with the vendor to provide blood products and services. The initial term is for 3-years with 2 one-year options for renewal. The agreement holds a not-to-exceed amount for the 5-year term.

FINAL ACTION TAKEN:

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

- ITEM NO. 17 Review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada RFP No. 2025-01/CMAR Construction Services for UMC 7 Story Tower Patient Room Remodel, to Core West, Inc., d/b/a CORE Construction; authorize the Chief Executive Officer to sign the Contract for CMAR Construction Services, and execute any extension documents, change orders, and future amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Construction Services Agreement
- Disclosure of Ownership

DISCUSSION:

Pre-construction was approved by the Governing Board in July, enabling UMC to finalize the project design and establish a guaranteed maximum price for the construction, which included costs for labor, materials, constructability, value engineering, and scheduling.

This project involves renovating patient rooms in the 7 Story Tower and providing other infrastructure refreshes or replacement of lighting, HVAC, drain, waste and vent systems.

The estimated completion time is 623 days.

Chair Hagerty asked if the rooms will be converted to single or remain double. Mr. Marinello responded that they would stay as double rooms. There was ongoing discussion about the logistics of the room closures and HVAC unit replacements.

FINAL ACTION TAKEN:

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

SECTION 3: EMERGING ISSUES

ITEM NO. 18 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)

Streamlining the contract approval process. There was discussion about the structure and format of future meetings, delegation of contract approval, and the threshold amount for contract approval. The Committee would like staff to review options for streamlining the vetting process.

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

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

FINAL ACTION TAKEN:

At the hour of 3:30 p.m., the meeting was adjourned.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
March 18, 2026

Agenda Item #

4



February 2026 Financials

AFC Meeting



KEY INDICATORS – FEB



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,397	17,207	1,191	6.92%	17,645	752	4.26%
Total Admissions	1,914	1,887	27	1.43%	2,019	(105)	(5.20%)
Observation Cases	664	635	29	4.57%	635	29	4.57%
ADC	399	376	23	6.21%	398	1	0.32%
ALOS (Admits)	5.18	5.58	(0.40)	(7.14%)	5.42	(0.24)	(4.43%)
ALOS (Obs)	1.22	0.87	0.36	41.11%	0.87	0.36	41.11%
Hospital CMI	1.82	1.89	(0.07)	(3.70%)	1.77	0.06	2.82%
Medicare CMI	2.31	2.23	0.08	3.59%	2.08	0.24	11.04%
IP Surgery Cases	741	767	(26)	(3.39%)	813	(72)	(8.86%)
OP Surgery Cases	730	626	104	16.61%	693	37	5.34%
Transplants	12	20	(8)	(40.00%)	20	(8)	(40.00%)
Total ER Visits	9,137	8,714	423	4.85%	8,625	512	5.94%
ED to Admission	15.74%	-	-	-	16.32%	(0.59%)	-
ED to Observation	6.15%	-	-	-	6.75%	(0.60%)	-
ED to Adm/Obs	21.89%	-	-	-	23.07%	(1.18%)	-
Quick Cares	17,543	16,516	1,027	6.22%	17,467	76	0.44%
Primary Care	5,791	6,966	(1,175)	(16.86%)	7,198	(1,407)	(19.55%)
UMC Telehealth - QC	376	455	(79)	(17.36%)	476	(100)	(21.01%)
OP Ortho Clinic	3,194	2,444	750	30.71%	2,529	665	26.29%
Deliveries	95	99	(4)	(4.04%)	92	3	3.26%
Crisis Stabilization Center	241	1,541	(1,300)	(84.36%)	-	241	100.00%
OP Infusion Clinic	559	320	239	74.69%	-	559	100.00%

TRENDING STATS



	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	Oct- 25	Nov- 25	Dec- 25	Jan- 26	Feb- 26	12-Mo Avg	Var
APDs	17,645	19,715	18,649	18,823	18,161	18,356	18,748	17,750	18,298	18,402	19,727	20,354	18,397	18,719	(322)
Total Admissions	2,019	2,117	2,036	2,079	1,992	2,024	1,983	1,888	1,990	1,916	2,137	2,047	1,914	2,019	(105)
Observation Cases	635	668	651	710	778	711	760	732	816	729	706	643	664	712	(48)
ADC	398	400	381	370	375	366	366	361	361	383	389	395	399	379	21
ALOS (Adm)	5.42	5.65	5.63	5.38	5.47	5.12	5.69	5.71	5.59	5.29	5.39	5.75	5.18	5.51	(0.33)
ALOS (Obs)	0.87	0.91	0.92	0.99	1.13	1.07	1.14	1.19	1.22	1.27	1.16	1.16	1.22	1.09	0.14
Hospital CMI	1.77	1.81	1.88	1.85	1.81	1.88	1.90	1.88	1.94	1.81	1.74	1.77	1.82	1.83	(0.01)
Medicare CMI	2.08	2.12	1.90	1.86	2.15	2.05	2.22	2.08	1.93	2.00	1.74	1.90	2.31	2.00	0.31
IP Surgery Cases	813	832	831	866	843	892	827	833	840	803	800	766	741	829	(88)
OP Surgery Cases	693	696	720	700	625	736	651	637	716	621	688	682	730	680	50
Transplants	20	15	17	17	20	14	15	17	12	10	14	11	12	15	(3)
Total ER Visits	8,625	9,685	9,585	9,663	9,098	9,353	9,694	9,418	9,502	8,998	9,573	10,062	9,137	9,438	(301)
ED to Admission	16.32%	14.98%	14.86%	14.67%	14.45%	14.88%	13.46%	13.46%	13.56%	14.21%	16.24%	15.72%	15.74%	14.74%	1.00%
ED to Observation	6.75%	6.21%	6.28%	6.79%	7.63%	6.94%	7.47%	7.33%	8.25%	7.60%	6.56%	5.33%	6.15%	6.93%	(0.78%)
ED to Adm/Obs	23.07%	21.19%	21.14%	21.46%	22.08%	21.82%	20.93%	20.79%	21.81%	21.82%	22.80%	21.05%	21.89%	21.66%	0.23%
Quick Care	17,943	18,862	17,245	16,278	14,173	13,988	15,862	15,783	16,284	15,785	18,455	18,555	17,543	16,601	942
Primary Care	7,198	7,705	8,055	7,289	6,729	7,199	6,679	7,073	7,437	5,866	6,213	6,401	5,791	6,987	(1,196)
UMC Telehealth - QC	476	444	417	357	371	371	346	342	361	361	434	450	376	394	(18)
OP Ortho Clinic	2,529	2,649	3,039	2,806	2,819	2,952	2,849	3,192	3,515	2,937	3,360	3,510	3,194	3,013	181
Deliveries	92	100	107	129	134	107	145	109	118	126	114	125	95	117	(22)
Crisis Stabilization Center	-	-	-	-	-	-	-	-	132	155	128	251	241	167	75
OP Infusion Clinic	241	289	298	297	257	395	503	398	476	430	438	483	559	375	184

Payor Mix Trend



IP- Payor Mix 12 Mo Feb- 26

Fin Class	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	Oct- 25	Nov- 25	Dec- 25	Jan- 26	Feb- 26	12-Mo Avg	Feb to Avg Var
Commercial	17.76%	17.75%	18.10%	17.40%	16.46%	17.27%	18.04%	16.75%	17.59%	18.76%	17.93%	17.77%	16.56%	17.63%	(1.07%)
Government	4.12%	3.29%	3.25%	4.34%	4.27%	4.25%	4.18%	4.18%	4.55%	4.36%	3.97%	4.03%	5.00%	4.07%	0.93%
Medicaid	42.60%	41.26%	41.89%	43.19%	41.18%	41.67%	42.36%	39.18%	40.20%	42.75%	42.50%	42.66%	44.42%	41.79%	2.63%
Medicare	30.62%	31.99%	31.76%	30.55%	32.35%	31.57%	29.44%	34.91%	32.77%	28.21%	31.76%	31.42%	30.32%	31.45%	(1.13%)
Self Pay	4.90%	5.71%	5.00%	4.52%	5.74%	5.24%	5.98%	4.98%	4.89%	5.92%	3.84%	4.12%	3.70%	5.07%	(1.37%)

Payor Mix by Type 12 Mo Avg Feb- 26

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	17.63%	18.88%	22.02%	33.80%
Government	4.07%	5.49%	5.35%	5.47%
Medicaid	41.79%	48.04%	35.85%	32.56%
Medicare	31.45%	16.58%	32.00%	26.58%
Self Pay	5.07%	11.02%	4.79%	1.60%

SUMMARY INCOME STATEMENT – FEB



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$499,502,786	\$439,818,104	\$59,684,682	13.57%	●
Net Patient Revenue	\$92,319,348	\$83,985,648	\$8,333,700	9.92%	●
Other Revenue	\$3,453,968	\$4,046,686	(\$592,719)	(14.65%)	●
Total Operating Revenue	\$95,773,316	\$88,032,335	\$7,740,981	8.79%	●
Net Patient Revenue as a % of Gross	18.48%	19.10%	(0.61%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$86,701,176	\$88,980,247	(\$2,279,071)	(2.56%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$9,072,140	(\$947,912)	\$10,020,053	1057.07%	●
Add back: Depr & Amort.	\$4,708,791	\$4,924,309	(\$215,518)	(4.38%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$13,780,932	\$3,976,397	\$9,804,535	246.57%	●
EBITDA Margin	14.39%	4.52%	9.87%	-	●

SUMMARY INCOME STATEMENT – YTD FEB



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,026,341,125	\$3,803,490,138	\$222,850,987	5.86%	●
Net Patient Revenue	\$683,665,863	\$693,864,220	(\$10,198,357)	(1.47%)	●
Other Revenue	\$29,326,955	\$34,798,627	(\$5,471,671)	(15.72%)	●
Total Operating Revenue	\$712,992,819	\$728,662,847	(\$15,670,028)	(2.15%)	●
Net Patient Revenue as a % of Gross	16.98%	18.24%	(1.26%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$721,701,158	\$751,988,664	(\$30,287,506)	(4.03%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,708,340)	(\$23,325,817)	\$14,617,477	62.67%	●
Add back: Depr & Amort.	\$36,958,694	\$39,340,293	(\$2,381,599)	(6.05%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$28,250,354	\$16,014,476	\$12,235,878	76.41%	●
EBITDA Margin	3.96%	2.20%	1.76%	-	

SALARY & BENEFIT EXPENSE – FEB



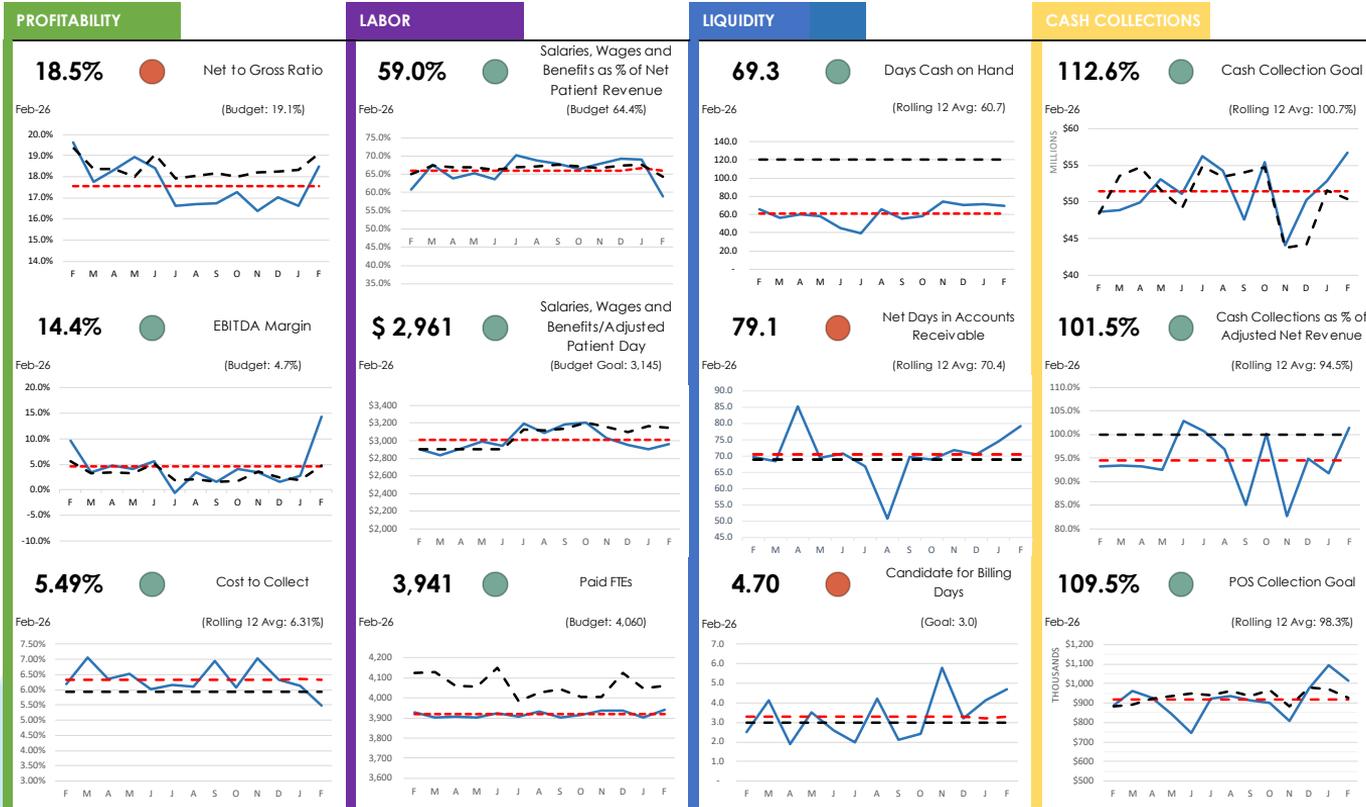
	Actual	Budget	Variance	% Variance	
Salaries	\$35,882,188	\$35,956,475	(\$74,287)	(0.21%)	●
Benefits	\$16,488,465	\$16,110,736	\$377,729	2.34%	●
Overtime	\$791,002	\$889,581	(\$98,579)	(11.08%)	●
Contract Labor	\$1,312,576	\$1,150,697	\$161,879	14.07%	●
TOTAL	\$54,474,231	\$54,107,489	\$366,742	0.68%	●
Paid FTEs	3,941	4,060	(119)	(2.94%)	●
Paid FTEs (Flex)	3,941	4,246	(305)	(7.18%)	●
SWB per FTE	\$13,822	\$13,326	\$496	3.72%	●
SWB/APD	\$2,961	\$3,145	(\$184)	(5.84%)	●
SWB % of Net	59.01%	64.42%	-	(5.42%)	●
AEPOB	6.00	6.61	(0.61)	(9.22%)	●

EXPENSES – FEB



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,566,730	\$3,038,148	(\$471,418)	(15.52%)	●
Supplies	\$15,392,228	\$16,704,371	(\$1,312,143)	(7.86%)	●
Purchased Services	\$6,674,074	\$7,504,164	(\$830,090)	(11.06%)	●
Depreciation	\$2,780,583	\$3,086,063	(\$305,480)	(9.90%)	●
Amortization	\$1,928,208	\$1,838,246	\$89,962	4.89%	●
Repairs & Maintenance	\$1,219,374	\$996,614	\$222,760	22.35%	●
Utilities	\$419,715	\$450,880	(\$31,165)	(6.91%)	●
Other Expenses	\$1,151,136	\$1,079,072	\$72,065	6.68%	●
Rental	\$94,895	\$175,200	(\$80,304)	(45.84%)	●
Total Other Expenses	\$32,226,944	\$34,872,758	(\$2,645,814)	(7.59%)	●

KEY FINANCIAL INDICATORS – FEB



Actual
Rolling Average
Target

ORGANIZATIONAL GOALS FINANCE/OPERATIONS FEB



	Q1	Q2	Jan	Feb	YTD	Target
Exceed fiscal year budgeted EBITDA	\$3,947,839	\$8,013,257	\$2,508,325	\$13,780,932	\$28,250,353	\$16,014,476
Discharged to home ALOS with a target equal to or less than 4.01	4.03	3.96	4.02	3.75		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	\$2,514	\$2,362	\$2,457		\$2,614
Adjusted EPOB of 6.26	6.19	6.01	5.57	5.63		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	787,464	(1,131,901)	(252,883)	1,416,376	(7,500,000)

FY26 CASH FLOW



	Feb 2026	Jan 2026	Dec 2025	YTD of FY2026
Operating Activities				
Cash received from patients and payors	71,610,298	79,405,779	84,034,476	753,074,210
Cash paid to vendors	(30,402,041)	(25,264,297)	(42,530,968)	(291,949,054)
Cash paid to employees	(52,424,359)	(53,487,294)	(54,780,033)	(402,250,060)
Other operating receipts/(disbursements)	2,410,871	3,150,497	2,661,200	23,024,922
Net cash provided by/(used in) operations	(8,805,231)	3,804,686	(10,615,325)	81,900,017
Investing Activities				
Purchase of property and equipment, net	(31,071)	(57,078)	(211,138)	(10,543,160)
Interest received	646,485	757,490	796,853	4,556,158
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	(7,092,841)	(749,227)	261,619	(20,819,695)
Net cash provided by/(used in) investing activities	(6,477,427)	(48,815)	847,333	(26,806,698)
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	609	2,241
Net cash provided by/(used in) financing activities	-	-	609	2,241
Increase/(decrease) in cash	(15,282,658)	3,755,870	(9,767,382)	55,095,561
Cash beginning of period	123,175,642	119,419,772	129,187,154	52,797,423
Cash end of period	107,892,984	123,175,642	119,419,771	107,892,984
Unrestricted cash	107,892,984	123,175,642	119,419,771	107,892,984
Cash restricted by donor	4,837,174	4,588,077	4,528,505	4,837,174
Internally designated cash	96,199,493	89,106,652	88,357,425	96,199,493

FY26 BALANCE SHEET HIGHLIGHTS



	Feb 2026	Jan 2026	Dec 2025
CASH			
Unrestricted	\$ 107.9	\$ 123.2	\$ 119.4
Restricted by donor	4.8	4.6	4.5
Internally designated	96.2	89.1	88.3
	\$ 208.9	\$ 216.9	\$ 212.2
NET WORKING CAPITAL	\$ 192.9	\$ 186.4	\$ 186.5
NET PP&E	\$ 303.6	\$ 305.6	\$ 306.9
LONG-TERM DEBT	\$ -	\$ -	\$ -
NET PENSION LIABILITY	\$ 676.7	\$ 676.7	\$ 676.7
NET POSITION	\$ (203.4)	\$ (212.8)	\$ (211.0)

**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
March 18, 2026

Agenda Item #

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

Issue: Single Audit Report of Fiscal Year Ending June 30, 2025	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation:	
<p>That the Audit and Finance Committee receive and recommend for acceptance by the Governing Board the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. <i>(For possible action)</i></p>	

FISCAL IMPACT:

None

BACKGROUND:

Under state law NRS 354.624, UMC is required to obtain an independent audit of all financial records on an annual basis. The firm conducting this financial audit is required to publicly report their findings to the University Medical Center of Southern Nevada Governing Board.

BDO USA, LLP, Certified Public Accountants conducted the audit of the schedule of expenditures (SEFA). All recommendations from the auditor will be addressed.

The auditors issued an unmodified opinion on the SEFA and released their report on February 13, 2026.

Cleared for Agenda
March 18, 2026

Agenda Item #

6



REPORT TO THOSE CHARGED WITH GOVERNANCE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

2025 AUDIT RESULTS
YEAR ENDED JUNE 30, 2025

Welcome



Tel: 702-784-0000
Fax: 702-784-0161
www.bdo.com

8548 Rozita Lee Ave.
Suite 300
Las Vegas, NV 89113

February 13, 2026

Those Charged With Governance
University Medical Center of Southern Nevada

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We presented management an overview of our plan for the audit of the financial statements including the schedule of expenditure of federal awards ("SEFA") of University Medical Center of Southern Nevada ("UMC" or the "Hospital") as of and for the year ended June 30, 2025, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of UMC's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

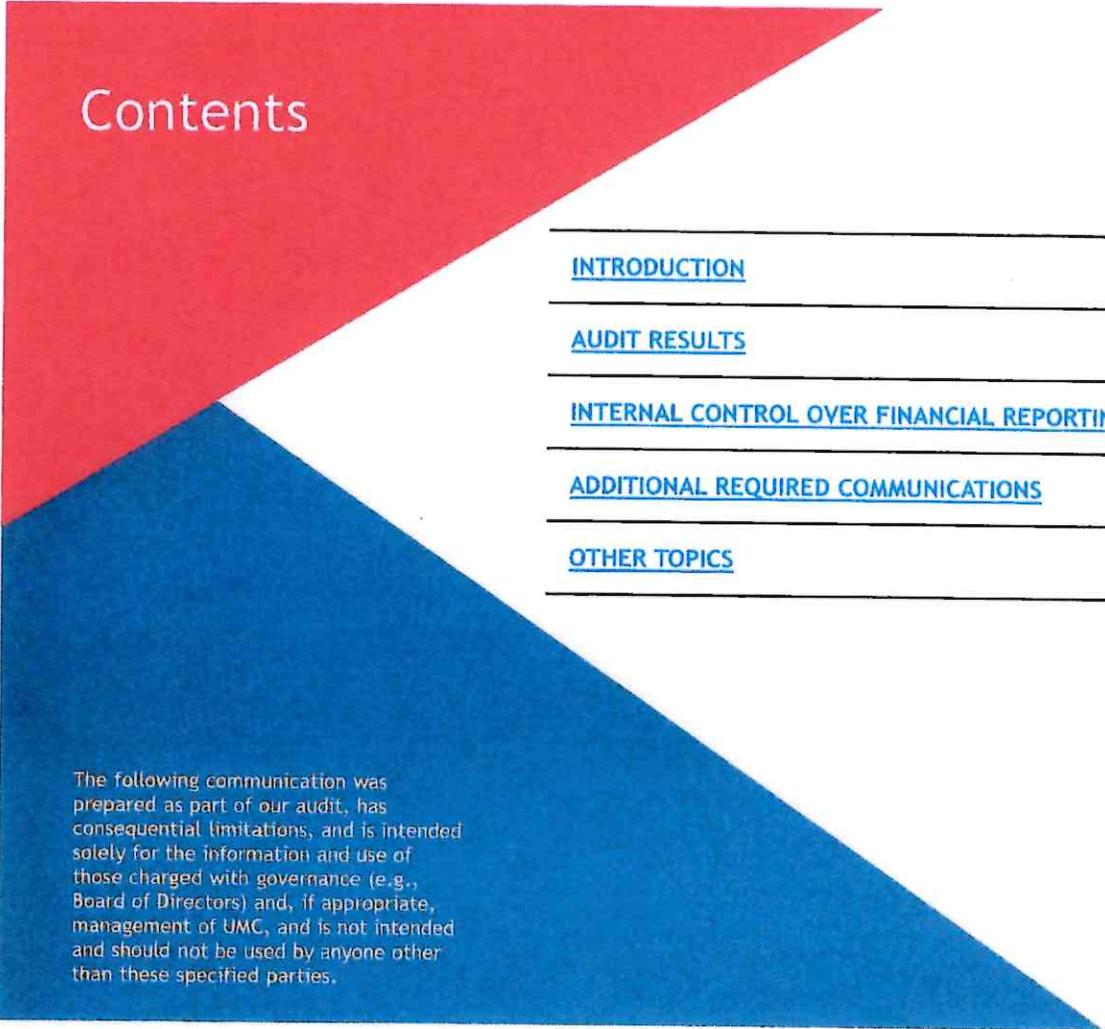
We are pleased to be of service to UMC and look forward to discussing our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

BDO USA, P.C.

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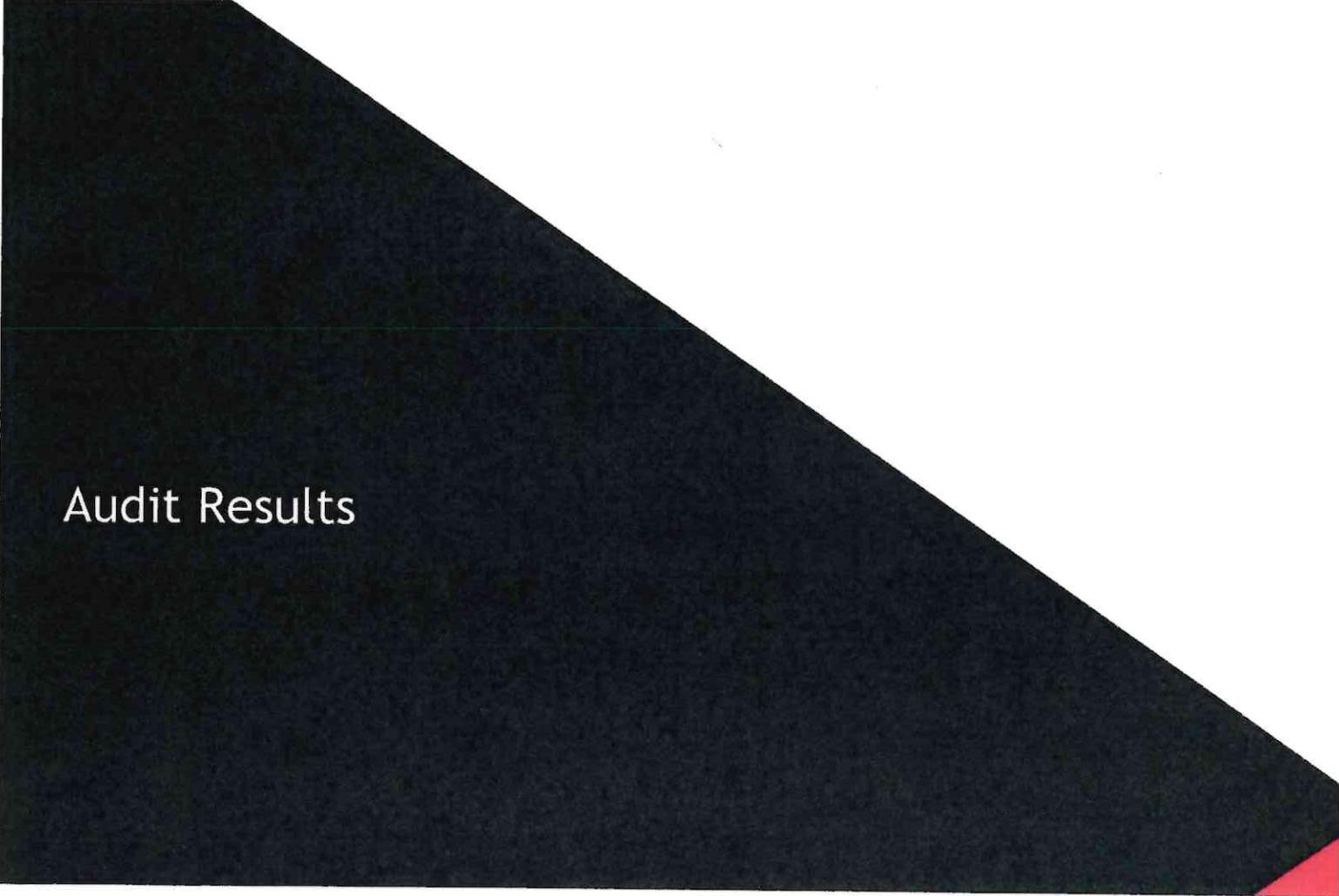
[AUDIT RESULTS](#)

[INTERNAL CONTROL OVER FINANCIAL REPORTING](#)

[ADDITIONAL REQUIRED COMMUNICATIONS](#)

[OTHER TOPICS](#)

The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Board of Directors) and, if appropriate, management of UMC, and is not intended and should not be used by anyone other than these specified parties.



Audit Results

Overview & Status of Our Audit

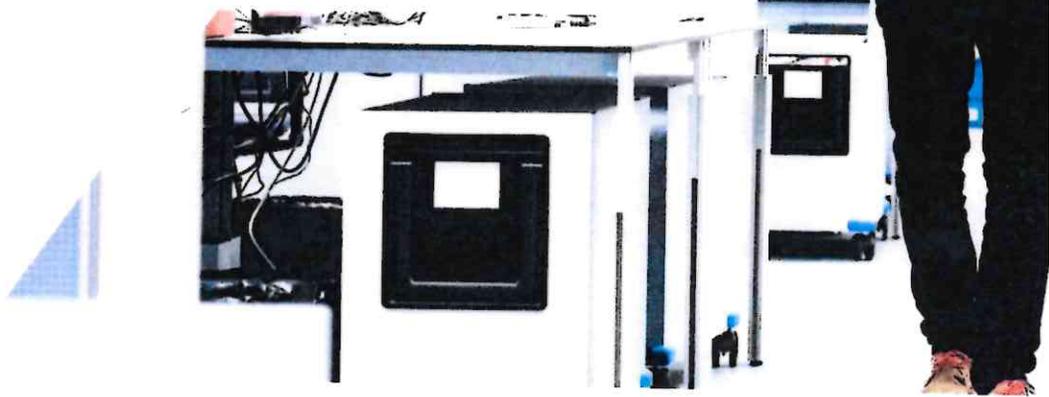
We completed our audit of the financial statements as of and for the year ended June 30, 2025. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*.

- ▶ The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- ▶ The scope of the work performed was substantially the same as that described to you in our earlier Audit Plan communications.
- ▶ We issued an unmodified opinion on the financial statements and released our report on November 6, 2025.
- ▶ We issued an unmodified opinion on the UMC's Single Audit report, including the Schedule of Expenditures of Federal Awards (SEFA) and released our report on February 13, 2026.
- ▶ In planning and performing our audit of the SEFA, we considered the UMC's internal control over compliance with requirements that could have a direct and material effect on its major federal program(s) to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with GAS and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.
- ▶ Our responsibility for other information in documents containing the UMC's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by UMC and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- ▶ All records and information requested by BDO were freely available for our inspection.

Quality of UMC's Financial Reporting

A discussion was held regarding the quality of UMC's financial reporting, which included the following:

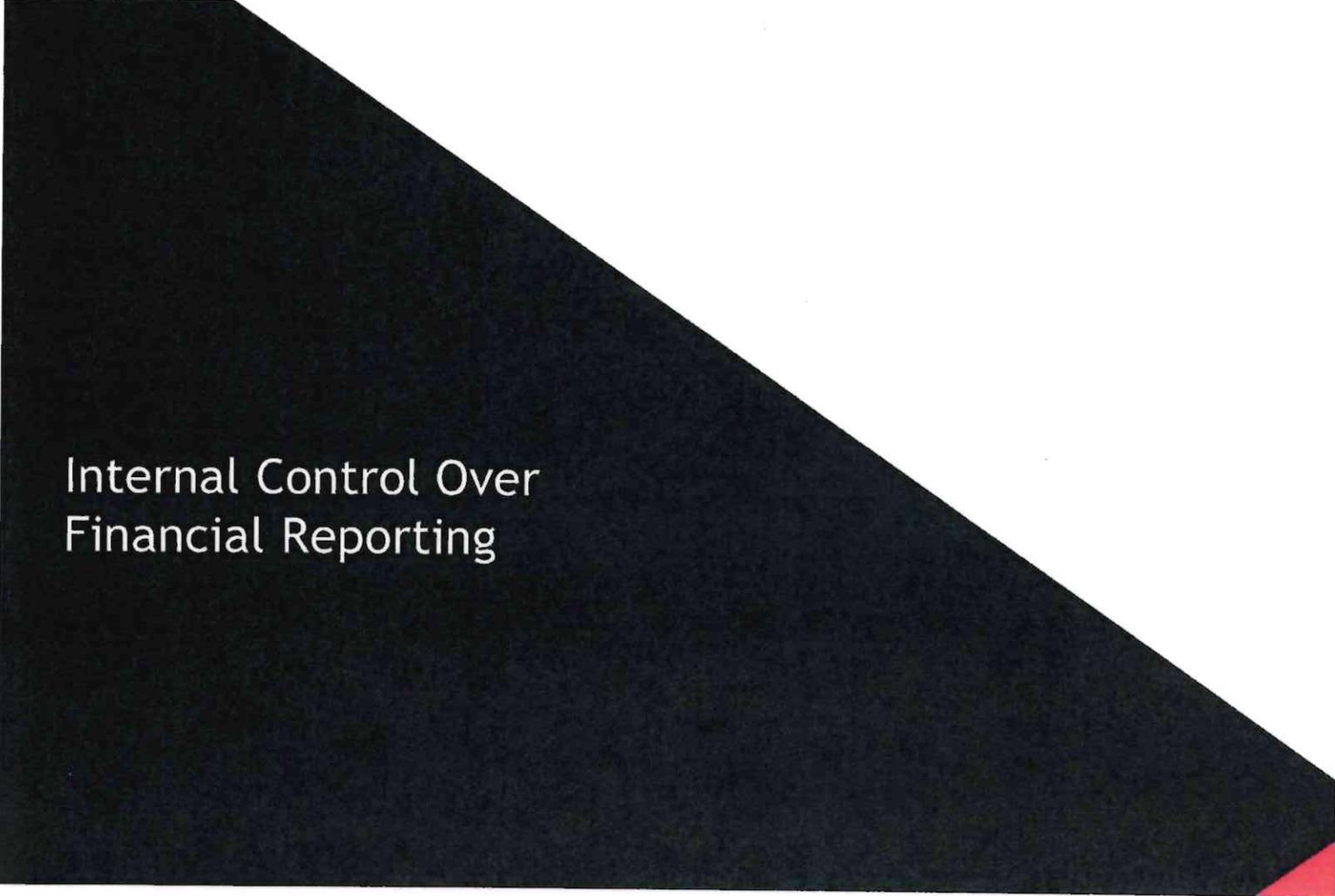
- ▶ Qualitative aspects of significant accounting policies and practices
- ▶ Our assessment of critical accounting estimates, accounting policies and practices
- ▶ Significant unusual transactions
- ▶ Financial statement presentation
- ▶ New accounting pronouncements
- ▶ Alternative accounting treatments



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 2

Corrected and Uncorrected Misstatements

- ▶ There were no corrected or uncorrected misstatements to accounts and/or disclosures that we brought to the attention of management.



Internal Control Over Financial Reporting

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Internal Control Over Compliance Findings

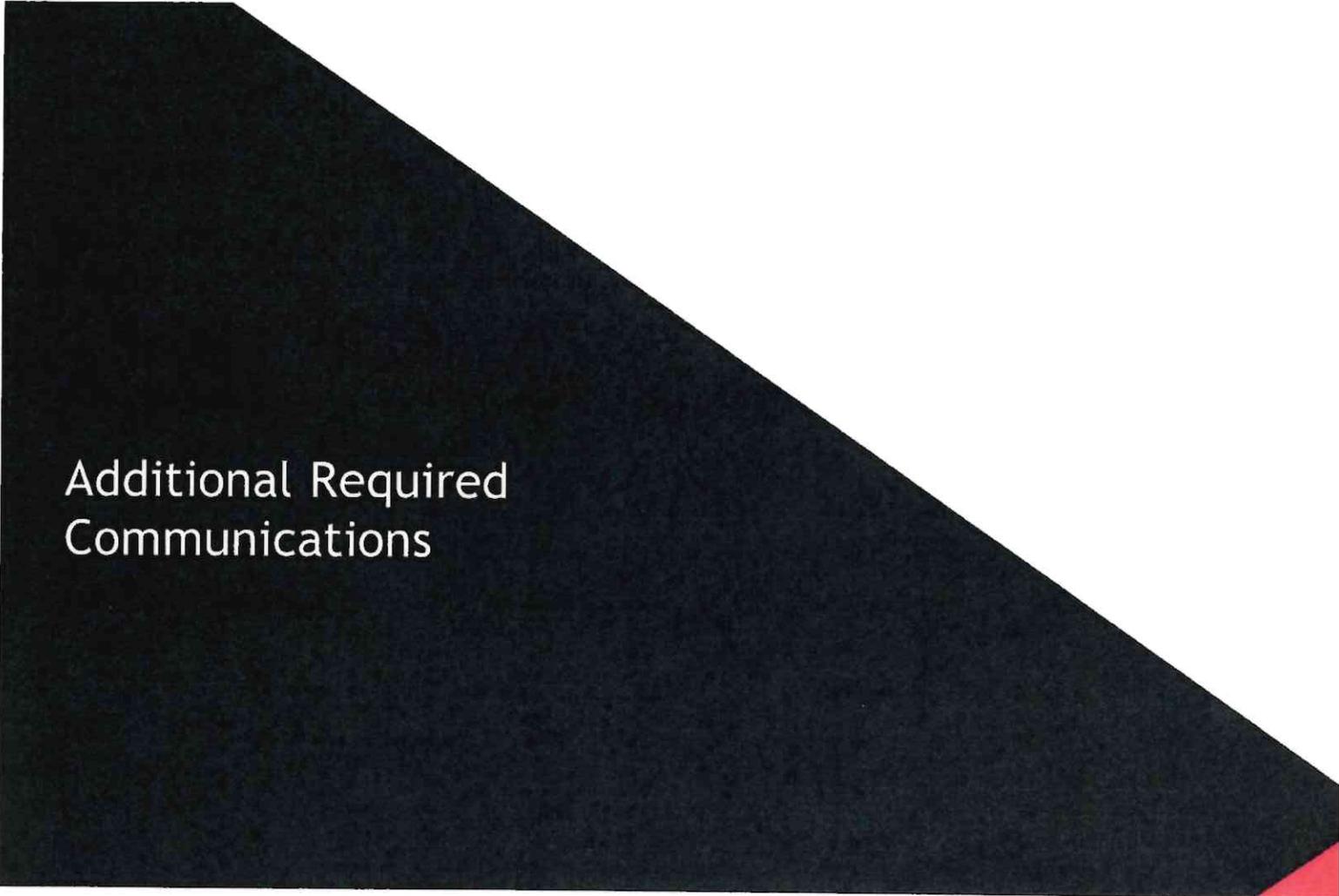
In performing our compliance audit in accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Federal Awards* (Uniform Guidance), we obtained an understanding of the UMC's internal control over compliance to design audit procedures and to test and report on compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the UMC's internal control over compliance. We do not express an opinion on the effectiveness of the UMC's internal control over compliance.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might constitute material weaknesses.

We are required to communicate, in writing and in a timely manner, to those charged with governance all material weaknesses and significant deficiencies that are deficiencies in internal control over compliance. The definitions of a material weakness, significant deficiency, and control deficiency in internal control over compliance are as follows:

Category	Definition
Material Weakness	A deficiency or a combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.
Significant Deficiency	A deficiency or a combination of deficiencies in internal control over compliance that is less severe than a material weakness, yet merits attention by those charged with governance.
Control Deficiency	A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or other personnel to perform their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement on a timely basis.
Instances of Noncompliance with Laws and Regulations	In accordance with GAS, matters that involve instances of noncompliance with laws, regulations, contracts, and grant provisions that could have a direct and material effect on the financial statements.

In conjunction with our audit of the financial statements, we noted no material weaknesses.



Additional Required
Communications

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to UMC:

Requirement	Discussion Point
Significant changes to planned audit strategy or significant risks initially identified	There were no significant changes to the planned audit strategy or significant risks initially identified and p charged with governance as part of our Audit Plan communications.
Obtain information from those charged with governance relevant to the audit	There were no matters noted relevant to the audit, including, but not limited to: violations or possible viola material misstatements, including fraud risks; or tips or complaints regarding the Company's financial repor a result of our inquiry of those charged with governance.
Nature and extent of specialized skills or knowledge needed related to significant risks	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform th evaluate audit results related to significant risks.
Consultations with other accountants	We are not aware of any consultations about accounting or auditing matters between management and othe Nor are we aware of opinions obtained by management from other independent public accountants on the a applicable financial reporting framework.
Significant findings and issues arising during the audit in connection with the Hospital's related parties	We have evaluated whether the identified related party relationships and transactions have been appropriat disclosed and whether the effects of the related party relationships and transactions, based on the audit evi financial statements from achieving fair presentation.
Significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management	There were no significant findings or issues arising during the audit that were discussed, or were the subject management.

Other Required Communications (cont.)

Following is a summary of other required items, along with specific discussion points as they pertain to UMC:

Requirement	Discussion Point
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that significant to UMC's financial statements or to our auditor's report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
Matters that are difficult or contentious for which the auditor consulted outside the engagement team	There were no difficult or contentious matters that we consulted with others outside the engagement team be relevant to those charged with governance regarding their oversight of the financial reporting process.
If applicable, other matters significant to the oversight of the Hospital's financial reporting process, including complaints or concerns regarding accounting or auditing matters	There are no other matters that we consider significant to the oversight of the Hospital's financial reporting previously communicated.
Representations requested from management	Please refer to the management representation letter.

Independence

Our engagement letter to you dated May 5, 2025 describes our responsibilities in accordance with professional standards and certain regulatory authorities regarding independence and the performance of our services. This letter also stipulates the responsibilities of UMC with respect to independence as agreed to by the Company. Please refer to that letter for further information.

Other Topics

BDO's System of Quality Management

An audit firm's effective system of quality management ("SoQM") is crucial for supporting the consistent performance of high-quality audits and reviews of financial statements, or other assurance or related services engagements under professional standards, and applicable legal and regulatory requirements.

Accordingly, BDO has implemented a SoQM designed to provide reasonable assurance that its professionals fulfill their responsibilities and conduct engagements in accordance with those standards and requirements. The firm's SoQM supports the consistent performance of quality audits through many ongoing activities including, at least annually, certification by leaders with responsibility for key controls and related processes. Our Assurance Quality Management team performs regular reviews and testing of key controls and processes throughout the SoQM and identifies and communicates areas for improvement. In addition, our Audit Quality Advisory Council supports our SoQM by providing guidance and input on audit quality initiatives.

As required by International Standard on Quality Management 1 (ISQM 1) under the International Auditing and Assurance Standards Board (IAASB), BDO has conducted an evaluation of the effectiveness of its system of quality management and concluded, as of July 31, 2024, that, except for certain deficiencies related to the execution of its issuer audits, that system provides the reasonable assurance that our professionals will perform audits and reviews of financial statements or related assurance services engagements in accordance with professional standards, and applicable legal and regulatory requirements. BDO has either implemented or is designing remedial actions to address those deficiencies prior to our next evaluation.



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About BDO USA

Our purpose is helping people thrive, every day. Together, we are focused on delivering exceptional and sustainable outcomes and value for our people, our clients, and our communities. BDO is proud to be an ESOP company, reflecting a culture that puts people first. BDO professionals provide assurance, tax, and advisory services for a diverse range of clients across the U.S. and in over 160 countries through our global organization.

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Material discussed is meant to provide general information and should not be acted on without professional advice tailored to your needs.

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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/Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
7	NRS 450.530 - GPO/HPG	Yes	Werfen USA LLC	New Contract	N/A	5 Years	30 days with cause	\$1,675,636.40	None	Savings to UMC by not having to send this testing out for completion.	Pathology	This request is to enter into an Equipment Acquisition Agreement with Werfen USA LLC ("Werfen") for Werfen to provide two ACL TOP machines on lease to UMC, along with related disposables. These hemostasis systems will allow UMC to conduct additional in-house testing, resulting in cost savings.
9	NRS 332.115(1)(h)	No	Epic Systems Corporation	New Contract	N/A	3 Years	Any time without cause	Estimated \$858,241	None	None	IS-UMC	This request is to enter into the Agreements with Epic Systems Corporation for the installation of Epic's Cheers and Campaigns modules. The Cheers Module will enhance patient experience through personalized messaging, while the Campaigns Module will allow UMC to create targeted marketing outreach. UMC will compensate Epic with an estimated amount of \$858,241 for three (3) years from the Effective Date.
10	RFP No. 2024-06	No	Practice Partners, LLC	Amendment	Yes	4 Years	90 days without cause	\$5,800,000 Year 1 \$1,000,000 Year 2 \$1,200,000 Year 3 \$1,200,000 Year 4 \$1,200,000	None	Cost Increase of \$4,800,000	Care Center Admin	This request is to approve the First Amendment to the Agreement to increase funding in the amount of \$4,800,000, bringing the contract value to \$5,800,000, and to change the vendor's principal place of business.
11	NRS 332.115(1)(b)	No	Hummingbird Healthcare	New Contract	N/A	3 Years	90 days without cause	Epic Support: \$14,070,000 Epic Strategic Projects: \$4,500,000 Total: \$18,570,000	None	None	IS-UMC	This request is to enter into the Agreements with Hummingbird Healthcare for Epic Support and Epic Strategic Projects. Hummingbird will provide UMC with specialized teams for revenue cycle and clinical application support, as well as project-based Epic consulting services. UMC will compensate Hummingbird a total of \$18,570,000 for both Agreements during the three-year term, with an option to extend for three months.
12	N/A	No	Nevada Health and BioScience Asset Corporation	New Contract	N/A	10 years with two (2) option periods of 10 years	Budget Act and Fiscal Fund Out	Monthly rent is approximately \$22 per square foot with 3% annual increases after the first year; \$36,439.67 security deposit; O&M Charges not to exceed \$400,000 for first year with annual cap of 6%; variable utility charges	None	None	Pathology	This is a lease for new lab space to expand the current UMC pathology footprint and services. The space is approximately 19,600 square feet and includes a portion of the first floor and all of the second floor of the building.

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

Issue: Equipment Acquisition Agreement with Werfen USA 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 Acquisition Agreement with Werfen USA LLC; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000707000	Funded Pgm/Grant: N/A
Description: Lease of instruments and purchase of related disposables.	
Bid/RFP/CBE: NRS 450.530 - GPO/HPG	
Term: Five years	
Amount: \$331,685.16 (Year 1), \$335,987.81 (Years 2-5); \$1,675,636.40 in aggregate (estimated spend)	
Out Clause: Termination for cause with 30 days’ prior notice.	

BACKGROUND:

This request is to enter into an Equipment Acquisition Agreement with Werfen USA LLC (“Werfen”) for Werfen to provide two ACL TOP machines on lease to UMC, along with related disposables. These hemostasis systems will allow UMC to conduct additional in-house testing, resulting in cost savings.

The term of this Agreement is five years. Staff also requests authorization for UMC’s Chief Executive Officer to execute any future amendments within the above-stated estimated spend amount of this Agreement should UMC staff deem such beneficial to UMC.

This Agreement is pursuant to UMC’s HealthTrust Purchasing Group (HPG) contract number 500357. HPG is a group purchasing organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530. A sourcing letter from HPG has been included, stating that the pricing was obtained through a competitive bid process.

Werfen is a Nevada-registered corporation and currently holds a Clark County business license.

UMC’s Director of Laboratory Services 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
March 18, 2026

Agenda Item #

7

HealthTrust Purchasing Group, L.P.
Purchasing Agreement
No. HPG-500357
Vendor: Werfen USA LLC
Effective Date: June 1, 2025

Equipment Acquisition Agreement

This Equipment Acquisition Agreement (“Agreement”) is effective as the date of last signature of the Cover Sheet (“Effective Date”) is made by and between Purchaser detailed on the Cover Sheet (“Purchaser”), and Werfen USA LLC, with an address at 180 Hartwell Rd, Bedford MA 01730 (“Vendor”). This Agreement is subject to the Purchasing Agreement between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Vendor for Hemostasis (Coagulation) Equipment - Regents, Supplies and Service (Agreement Number HPG-500357), dated June 1, 2025 (“Purchasing Agreement”), the terms and conditions of which are expressly incorporated herein. Capitalized terms not otherwise defined in the Purchasing Agreement may be further defined below. The provisions of the Purchasing Agreement are incorporated into this Agreement.

- 1. Equipment.** Vendor shall provide the equipment listed on Cover Sheet attached to this Agreement in Attachment 1 below (“**Equipment**”) for Purchaser’s use in accordance with the terms and conditions set forth in this Agreement. Vendor shall be solely responsible for the cost of delivery and, if applicable, installation of the Equipment. Equipment is also a Product under the Purchasing Agreement. Equipment provided for Purchaser’s use under this Agreement is intended to meet the anticipated needs of Purchaser in serving its patients. The annual fair market value of the use of the Equipment and services provided under this Agreement is shown on Cover Sheet. Purchaser promptly will advise Vendor of any material change in its anticipated needs for the Equipment.
- 2. Related Disposables.** The Equipment is being provided solely for use in connection with the respective Vendor products manufactured by or for Vendor and sold by Vendor (as more fully described on the Cover Sheet, “Related Disposables”). Related Disposables are also Products under the Purchasing Agreement. Further, Related Disposables are solely for use in connection with the Equipment. Purchaser shall purchase Related Disposables from Vendor pursuant to the terms of the Agreement.
- 3. Discount.** During the term of this Agreement, Vendor agrees to ship at no charge the Equipment shown on Attachment 1, in increments mutually agreed upon by Purchaser and Vendor. The fair market value of the annual use of the Equipment and the provision of service constitutes a “discount or other reduction in price” under 42 U.S.C. §1320a-7b(b)(3)(A) and under 42 C.F.R. §1001.952(h). The parties acknowledge that it is their intent to establish an arrangement regarding the Equipment, services and the Related Disposables that complies with 42 C.F.R. §1001.952(h), with such goods and services being reimbursed by the same Federal health care program using the same methodology, with the reduced charge being fully disclosed to the Federal health care program and accurately reflected where appropriate, and as appropriate, to the reimbursement methodology. Upon Purchaser’s request, Vendor shall provide a reconciliation statement to Purchaser documenting the discount or other reduction in price provided and its application to the purchase prices of Related Disposables purchased during the contract year, with the allocation of the additional discount or other reduction in

price representing Purchaser's cost of Equipment usage and service. Purchaser acknowledges that a full description of the discount is set forth in this Agreement and will not be reported in each invoice. All transactions with Vendor in connection with this Agreement are made in good faith on the basis of arms-length negotiation. The parties shall comply with all applicable laws in connection with this Agreement and the use of the Equipment, including, without limitation, the provisions of the federal anti-kickback statute, 42 U.S.C. 1320a-7b(b), and all applicable related regulations. Vendor's invoices and reconciliation statements will provide sufficient information to support Purchaser's calculation and report of its net costs. Further, upon request, Vendor will provide all additional necessary information to Purchaser regarding the Equipment and this Agreement. Vendor will refrain from doing anything that would impede Purchaser from meeting its obligations to report any such discount.

4. Acquisition/Minimum Purchases. Based on the acquisition method selected on the Cover Sheet, the following terms will apply.

4.1 Reagent Rental. Purchaser agrees to meet the minimum purchase amount of Related Disposables during each 12-month period of the Term ("**Purchase Commitment**") listed on the Cover Sheet. The Purchase Commitment will be measured and tracked annually following Equipment installation and acceptance. Vendor will begin monitoring the Purchase Commitment after the first full calendar year. If Purchaser is not in compliance with the Purchase Commitment, Vendor will invoice Purchaser for the difference between the required Purchase Commitment and Purchaser's actual aggregate purchases.

4.2 Lease. Purchaser agrees to make the monthly lease charge as listed on the Cover Sheet for the Term.

5. Term; Termination.

- a. This Agreement will commence on the Effective Date and continue for a period indicated on the Cover Sheet (the "Initial Term") unless sooner terminated. This Agreement may be extended at the option of Purchaser after the Initial Term. collectively, the "Term"). Purchaser shall have thirty (30) days from the effective date of expiration or earlier termination to make the Equipment available for pick-up by Vendor in good working order, excluding normal wear and tear. The Parties may terminate this Agreement as set forth in the Purchasing Agreement and/or this Agreement. A party is in "Default" under this Agreement if it fails to perform any of its obligations and the failure continues for 90 days after written notification from the Non-defaulting Party to the Defaulting Party.
- b. If Vendor is in Default, Purchaser may terminate this Agreement without payment or penalty. Unless Vendor is in breach of the Purchasing Agreement or Default of this Agreement, Purchaser will remain obligated to pay all undisputed charges accrued prior to the effective date of termination.
- c. If Purchaser is in Default, Vendor may: (a) terminate this Agreement; and (i) declare as immediately due and payable, the outstanding balance of all undisputed charges up to the termination date of the Agreement and (ii) invoice

the Purchaser for an amount equal to fifty percent (50%) of the remaining amounts due under the Agreement, calculated as of the termination date of the Agreement; or (b) in lieu of terminating this Agreement Vendor may remove a specified quantity of Equipment as mutually agreed to by the parties from Purchaser's facility, such that the remaining Equipment placed with Purchaser pursuant to this Agreement meets Purchaser's commercially reasonable use of Related Disposables.

In either occurrence, the Purchaser will make the Equipment available or arrange return of Equipment within 90 (ninety) days of termination. If Purchaser fails to make such arrangement, Vendor will invoice for the fair market value of the Equipment.

- 6. Title.** Title to the Equipment remains with Vendor and does not pass to Purchaser, and Purchaser will not have an ownership interest in the Equipment, unless the Equipment is purchased by Purchaser as provided herein. Purchaser shall receive the benefit of any Product warranties on the Equipment in the event Purchaser purchases the Equipment. In no event shall Purchaser transfer or sell the Equipment. Purchaser will keep the Equipment free from all encumbrances. Purchaser will provide and sign reasonably requested documents to Vendor necessary to maintain its interest in the Equipment.
- 7. Payment Terms; Taxes.** Except as otherwise set forth in the Purchasing Agreement or this Agreement, (i) Purchaser will make all undisputed payments shown on the Cover Sheet; (ii) if billing method is FIXED MONTHLY, then Vendor will issue an invoice to Purchaser for monthly charge upon Equipment Acceptance and each subsequent month; (iii) if billing method is ITEMIZED then Purchaser will be invoiced upon purchase of Related Disposables. Invoices for Related Disposables will be issued on each shipment. Purchaser will pay Vendor invoices in full within 30 days from the invoice date.
- 8. Custody and Care.** Vendor shall be responsible for servicing the Equipment consistent with the manufacturer's requirements and recommendations. Purchaser is liable for any loss of Equipment prior to making it available for pick-up by Vendor unless such loss was caused by the negligence or willful misconduct of Vendor. Purchaser agrees to keep the Equipment fully insured against loss from the date of the receipt of the Equipment until such Equipment is paid in full or until the Equipment is returned to Vendor. The maximum obligation for Purchaser in the event Purchaser was responsible for the loss of the equipment shall be the remaining value of the Useful Life of the Equipment at the time of loss. Purchaser will be charged for all damage to Equipment caused by the negligence or willful misconduct of Purchaser. Purchaser shall not move the Equipment from its initial installation location without Vendor's prior written consent. Purchaser shall not make any unauthorized modifications, alterations or additions to the Equipment. Purchaser 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 Purchaser and during normal business hours.
- 9. Option to Purchase.** Purchaser has the option of (i) purchasing any or all of the Equipment at the end of the Term of this Agreement at a purchase price not in excess of the fair market value of such Equipment, (ii) return the Equipment to the Vendor or (iii) extend the term of the Agreement as indicated in the "End of Lease Title Option" on the Cover Sheet below.

- 10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same Agreement. Any facsimile or pdf copy of the signature of an authorized signatory of any party hereto shall constitute a legal, valid and binding execution hereof by such party.
- 11. Modifications.** No changes, modifications or waivers of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party. Emails, including emails that have an electronic “signature block” identifying sender, do not constitute a signed instrument for purposes of this Section 10.
- 12. Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 13. Waiver.** The failure on the part of any party to exercise or enforce any rights conferred upon it hereunder shall not be deemed to be a waiver of any such rights nor operate to bar the exercise or enforcement thereof at any time or times thereafter.
- 14. Additional Terms.** All terms of this Agreement including pricing are confidential. In the event of a conflict, excluding the prices listed in the Agreement, the following order of precedence will apply: (1) the Purchasing Agreement; (2) this Agreement; (3) the Cover Sheet; and (4) Proposal, Instrument Addendum and Product Addendum; provided however that pricing as is set forth in the applicable Product Addendum and Instrument Addendum. Additional or conflicting terms provided by either party on any other document will not apply.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized officers.

[Purchaser's full name]

WERFEN USA LLC

Signature

Date

Signature

Date

Name (printed)

Name

Title

Title

ATTACHMENT 1

COVER SHEET

CUSTOMER

Customer Name: University Medical Center Ship To: University Medical Center
 Customer Address: 1800 West Charleston Boulevard 1800 West Charleston Boulevard
Las Vegas, NV 89102 Las Vegas, NV 89102
 Customer Phone: _____

EQUIPMENT / SERVICE

Model	Quantity	Service included following Warranty
ACL TOP 770 LAS	2	48 Months
HemoCell	1	48 Months
Select Equipment	0	N/A
HemoHub	1	N/A
HemoHub SW Support Gold 5 Years	1	N/A

ACQUISITION OPTIONS	
EQUIPMENT ACQUISITION METHOD:	Lease
END OF LEASE TITLE:	FMV
CONSUMABLE BILLING METHOD:	ITEMIZED

CHARGES

MONTHLY CHARGE BY COMPONENT	
EQUIPMENT:	\$ 9,508.32
SERVICE:	\$ 3,789.93
CONSUMABLES:	\$ 14,342.18

TOTAL MONTHLY CHARGE	
Monthly Lease Charge	Monthly Charge
\$ 13,298.25	\$ N/A

COMMENTS

Related Disposables

Product Number	Product Description	Annual Quantity	Price
00020012500	HemosIL LA Positive Control	6	
00020012600	HemosIL LA Negative Control	6	
00020013900	HemosIL Normal Control 1	41	
00020014100	HemosIL Abnormal Control 3	41	
00020014600	HemosIL HIT-Ab (PF4-H)	27	
00020014700	HemosIL HIT-Ab (PF4-H) Controls	17	
00020015200	HemosIL Apixaban Calibrators	6	
00020015300	HemosIL Apixaban Controls	22	
00020301500	HemosIL dRVVT Screen	5	
00020301600	HemosIL dRVVT Confirm	5	
00020302602	HemosIL Liquid Anti-Xa	30	
00022550030	HEMOSIL D-DIMER HS 500 CONTROLS	24	
00029403501	CTS FILTER	1	
00020006800	HemosIL SynthASil	49	
00020301800	HemosIL Q.F.A Thrombin (Bovine, 2mL)	18	
00020500100	HemosIL D-Dimer HS 500	36	
00020004800	HemosIL Silica Clotting Time	6	
00020302400	HemosIL Rinse solution 4L	377	
00009832700	HemosIL Cleaning Agent (Clean B)	48	
00009757600	HemosIL Factor Diluent	88	
00009831700	HemosIL Cleaning Solution (Clean A)	127	
00020003700	HemosIL Calibration plasma	1	
00020004200	HemosIL Low Fibrinogen Control	41	
00020300200	HemosIL LMW Heparin Controls	5	
00020300300	HemosIL UF Heparin Controls	5	
00020300600	HemosIL Heparin Calibrators	1	
00029400100	CUVETTES, ACL TOP, 6X100X4	37	
00029401100	CUVETTE WASTE LINER 10 PK, ACL TOP	2	



Instrument Lease Proposal

<p>From: Dean Weeks Werfen USA LLC 180 Hartwell Rd Bedford, MA 01730 Cell phone: 480-789-2969 E-mail: dweeks@werfen.com</p>	<p>Date: February 10, 2026 Quote: 6000221539JMCP Quote Expiration date: April 30, 2026 Payment Term: Net 30 days Term of Agreement: 60 months</p>
<p>To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BOULEVARD LAS VEGAS, NV 89102</p> <p>Attn: Brandy Ross Manager</p>	<p>National Account: HPG HEALTHTRUST PURCHASING GROUP</p>

Werfen USA, LLC (Werfen) is pleased to present the attached proposal for your consideration.

Werfen will provide a credit of \$ [REDACTED] as a DMS/host interface allowance. This allowance will be paid in the form of customer credit towards Werfen products. The allowance will be credited to account when the account provides Werfen with a copy of the paid invoice for the DMS/host interface. Interface allowance must be used within twelve (12) months after installation of analyzers.

As part of your agreement, service has been included until the agreement end date. See attached Instrument Addendum for details of included service.

Customer agrees to purchase consumables at the minimum annual quantity shown on the attached Product Addendum for the equipment proposed for a minimum of 60 months. The estimated monthly revenue on the Product Addendum is based on the testing volume listed above.

See Product Addendum for all consumables pricing.

Included in the purchase price of each instrument is one training slot. Training will be provided, at customer's discretion, either on-site at customer's location or at the Werfen training center in Bedford MA. Training slots include tuition and a training manual. For training completed at Werfen's training center transportation, reasonable lodging and meals for one attendee are also included. Training will be scheduled based on current space availability. If training is not scheduled prior to instrument shipment, it must be taken within 6 months of receipt of instrument purchase order.

The proposal once accepted by the customer and Werfen is not subject to cancellation. Invoicing will commence within 60 days following hardware installation or at system acceptance whichever comes sooner.

Title to the equipment remains with Werfen until successful completion of the agreement. Upon completion and mutual agreement between the customer and Werfen, the agreement can be extended or the instruments can be returned to Werfen.

The prices stated herein will be held firm until April 30, 2026. Beginning May 1, 2026, prices will be subject to the HealthTrust Purchasing Agreement dated June 1, 2025 (HPG-500357), so long as customer remains an active participant of HealthTrust. Beginning June 1, 2030, prices may be increased at any time once a year provided that written notice is given at least thirty (30) days prior to the effective date of such increase and any increase shall not exceed 5% per year.

Notwithstanding anything contained in this Agreement to the contrary, Vendor acknowledges that Customer is a public, county-owned, hospital that 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 for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement which Vendor has claimed to be confidential and proprietary, Customer will immediately notify Vendor of such demand and, if applicable, Vendor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for a protective order.

This quotation is CONFIDENTIAL and meant for only the intended recipient. It may be privileged by law or contain proprietary information. Do not disclose.



Instrument Lease Proposal

<p>From: Dean Weeks Werfen USA LLC 180 Hartwell Rd Bedford, MA 01730 Cell phone: 480-789-2969 E-mail: dweeks@werfen.com</p>	<p>Date: February 10, 2026 Quote: 6000221539JMCP Quote Expiration date: April 30, 2026 Payment Term: Net 30 days Term of Agreement: 60 months</p>
<p>To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BOULEVARD LAS VEGAS, NV 89102</p> <p>Attn: Brandy Ross Manager</p>	<p>National Account: HPG HEALTHTRUST PURCHASING GROUP</p>

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

This Proposal may involve a discount, rebate or price reduction in connection with the products sold. Werfen hereby notifies customer of its disclosure obligation, and customer agrees to properly disclose and appropriately reflect the net prices of all products under this agreement in any costs claimed or charges made to Medicare, Medicaid, and any other federal or state health care programs requiring discount disclosure, and as required by 42 U.S.C § 1320a-7b(b)(3)(A).

To initiate this order, the following documents are required:

- * Copy of this Proposal acknowledging your acceptance of the offer
- * Purchase Order issued to Werfen USA LLC for instrument(s) referencing Quote N° 6000221539JMCP
- * Purchase Order issued to Werfen USA LLC for initial supplies or for one year of sequestered materials
- * Initialed Instrument and Product Addenda
- * Signed Werfen Agreement Form

Dean Weeks

Customer Signature and Date

Mason Van Houweling, Chief Executive Officer

Dean Weeks
 Executive Sales Consultant, Hemostasis



Instrument Addendum

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102
Quote: 6000221539JMCP

Instrument(s) delivery Terms: 120 days after receipt of order
Instrument(s) shipping Terms: FOB destination

	Product	Qty.	Extended Price
Instruments			
ASSY, SYSTEM, ACL TOP 770 LAS	00000280035	2	Included
HemoCELL Automation System	605TCA	1	Included
Data Management			
HEMOHUB ADDITIONAL LICENSE PACKAGE	00000005234	2	Included
Accessories			
Printer and Uninterruptible Power Supply	00000015180	2	Included
HemosIL INR Validate	00020010500	6	Included
Automation			
CONVEYOR 600 MM	605952021	2	Included
CONVEYOR 1200 MM	605952022	1	Included
L-TURN	605952027	2	Included
DECAPPER FLEX	605952039	1	Included
CENTRIFUGE MODULE	605952040	1	Included
ES Flex	605952202	1	Included
OIL LESS COMPRESSOR 120VAC/60Hz 25 l	605952221	1	Included
U-TURN	605952226	2	Included
CENTRIFUGE (HETTICH ROTANTA 460) 200-220	605952230	1	Included
PARALLEL BYPASS FOR IL ACL TOP	605952245	2	Included
TCA CONTROLLER	605952276	1	Included
TCA LAS PC	605952277	2	Included
IT Solutions Support			
HemoHub SW support 5 years Gold	00099011647	1	Included

Warranty / Service

ASSY, SYSTEM, ACL TOP 750 LAS Includes 1 -Year Warranty
HemoCELL Automation System Includes 1 -Year Warranty

Post-Warranty Service Pricing

ASSY, SYSTEM, ACL TOP 750 LAS Includes 4 -Year
HemoCELL Automation System Includes 4 -Year

Service will be provided in accordance with Werfen Standard Service Agreement Terms and Conditions available at: www.werfen.com/na/en/support-client-services

Monthly instrument lease and service billing

\$13,298.25

Customer Initials and Date

Werfen HQ Initials and Date



Product Addendum

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102
Quote: 600221539JMCP

Product	Description	Qty	Unit Price	Annual Value
Reagents				
00020014600	HemosIL HIT-Ab (PF4-H)	27		
00020301500	HemosIL dRVVT Screen	5		
00020301600	HemosIL dRVVT Confirm	5		
00020302602	HemosIL Liquid Anti-Xa	30		
00020301400	HemosIL ReadiplasTin (20 mL)	42		
00020006800	HemosIL SynthASil	49		
00020301800	HemosIL Q.F.A Thrombin (Bovine, 2mL)	18		
00020500100	HemosIL D-Dimer HS 500	36		
00020004800	HemosIL Silica Clotting Time	6		
Calibrators and Controls				
00020012500	HemosIL LA Positive Control	6		
00020012600	HemosIL LA Negative Control	6		
00020013900	HemosIL Normal Control 1	41		
00020014100	HemosIL Abnormal Control 3	41		
00020014700	HemosIL HIT-Ab (PF4-H) Controls	17		
00020015200	HemosIL Apixaban Calibrators	6		
00020015300	HemosIL Apixaban Controls	22		
00022550030	HEMOSIL D-DIMER HS 500 CONTROLS	24		
00020003700	HemosIL Calibration plasma	1		
00020004200	HemosIL Low Fibrinogen Control	41		
00020300200	HemosIL LMW Heparin Controls	5		
00020300300	HemosIL UF Heparin Controls	5		
00020300600	HemosIL Heparin Calibrators	1		
Solutions				
00020302400	HemosIL Rinse solution 4L	377		
00009832700	HemosIL Cleaning Agent (Clean B)	48		
00009757600	HemosIL Factor Diluent	88		
00009831700	HemosIL Cleaning Solution (Clean A)	127		
Consumables				
00029403501	CTS FILTER	1		
00029400100	CUVETTES, ACL TOP, 6X100X4	37		
00029401100	CUVETTE WASTE LINER 10 PK, ACL TOP	2		

Estimated monthly consumable spending **\$14,342.18**

Annual Total **\$172,106.18**

The quantities on this Addendum are the estimated quantities needed to perform the testing that has been communicated to Werfen.

Unless the customer has another agreement in place, all products will be shipped FOB destination with freight charges prepaid by Werfen and added to the customer invoice.

Customer Initials and Date

Werfen HQ Initials and Date



July 18th, 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 Point of Care Testing - Devices.

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 Point of Care Testing - Devices. 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 Point of Care Testing – Devices category. HealthTrust issued RFPs and received proposals from identified suppliers in the Point of Care Testing – Devices category. A contract was executed with Werfen, Abbott, Siemens, and Quidel in December of 2020. 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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Werfen				
(Include d.b.a., if applicable)						
Street Address:		180 Hartwell Road		Website: werfen.com		
City, State and Zip Code:		Bedford, MA 01730		POC Name: Dean Weeks		
				Email: dweeks@werfen.com		
Telephone No:		1800-955-9525		Fax No: 781-861-6135		
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)
N/A	N/A	N/A

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.



 Signature

Ann DeFronzo

 Print Name

Sr. Dir. Client Services

 Title

07/18/2022

 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	N/A	N/A	N/A

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Agreements with Epic Systems Corporation for Cheers & Campaigns Modules	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation:		
<p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreements with Epic Systems Corporation for Cheers & Campaigns Modules; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)</p>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Epic Cheers & Campaigns Modules
Bid/RFP/CBE: NRS 332.115(1)(h) – Software
Term: 3 years
Amount: Estimated \$858,241
Out Clause: Any time w/o cause

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

BACKGROUND:

This request is to enter into the Agreements with Epic Systems Corporation (“Epic”) for the installation of Epic’s Cheers and Campaigns modules. These modules will provide UMC with valuable tools to enhance patient engagement and streamline communication. The Cheers Module will help UMC create a positive patient experience by allowing healthcare providers to send personalized messages and celebrate patient milestones. It will recognize achievements in patients' health journeys, encouraging them to stay engaged and motivated in their care. Meanwhile, the Campaigns Module will enable UMC to design and implement targeted marketing and outreach campaigns tailored to specific patient populations. These campaigns can promote various services, deliver essential health education, and encourage participation in wellness programs. Additionally, UMC will be able to track the effectiveness of these campaigns, ensuring optimal engagement and outreach. Overall, these modules will support UMC in building stronger relationships with patients, improving communication, and ultimately enhancing the overall patient experience within the healthcare system. UMC will compensate Epic an estimated \$858,241 over three (3) years from the Effective date. UMC may terminate these Agreements at any time with a written notice to Epic.

Cleared for Agenda
March 18, 2026

Agenda Item #

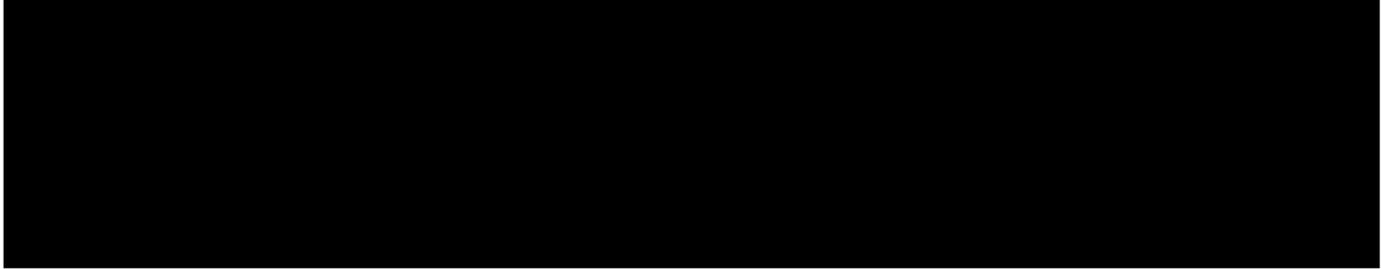
9

UMC's Director of Electronic Health Records has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

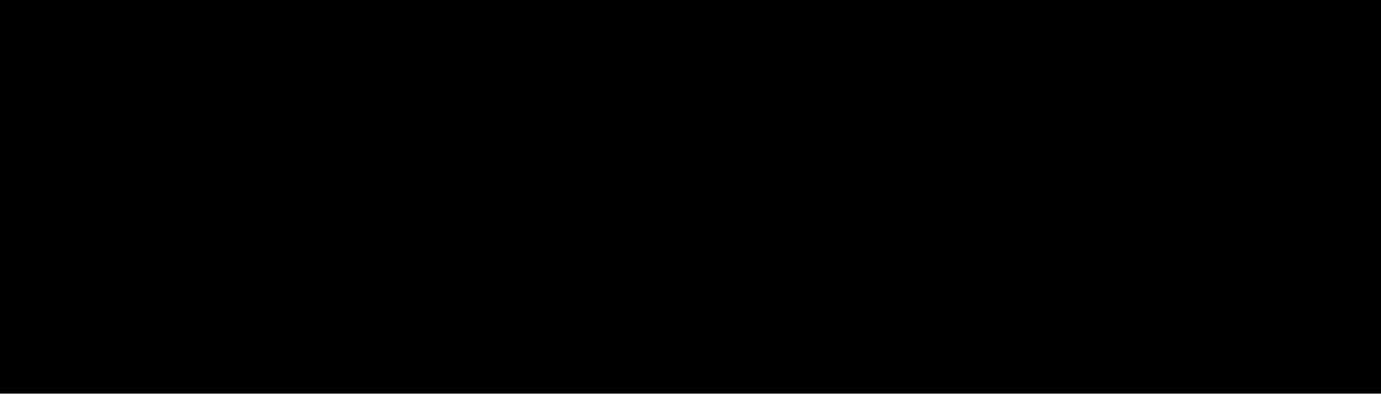
Epic currently holds a Clark County business license.

We recommend that Your organizational stakeholders receive a comprehensive overview from a representative of Epic's Hello World team. If this has not yet been arranged, we would be happy to assist in scheduling this session. [REDACTED]. For further details on feature release schedules and implementation timelines, please contact Your Epic representative.

[Hello World Multichannel Communication Platform, Cheers - Campaigns, and MyChart Builder](#)



[Base Monthly Fees](#)



Hello World Usage Fees covering Third-Party Costs

Channel	Usage Fees covering Third-Party Costs
[Redacted]	

Implementation

Epic Implementation Fees
[Redacted]

Other Epic Software - Not Included

Application/Channel	Detail
[Redacted]	

Product Specific Notes

Hello World Multichannel Communication Platform

[Redacted]

Nebula Cloud Platform

[Redacted]

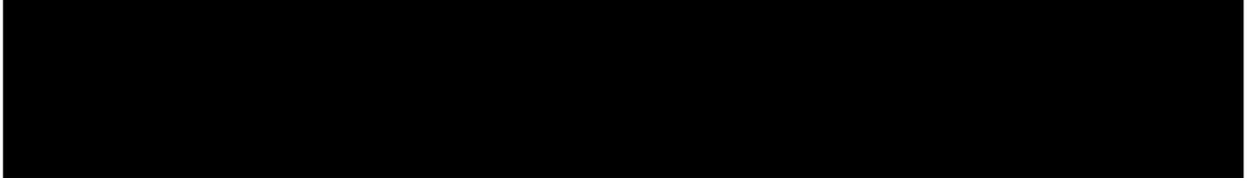
Licensed Volume Definitions and Additional Pricing Details

Hello World Multichannel Communication Platform



Payment Timing

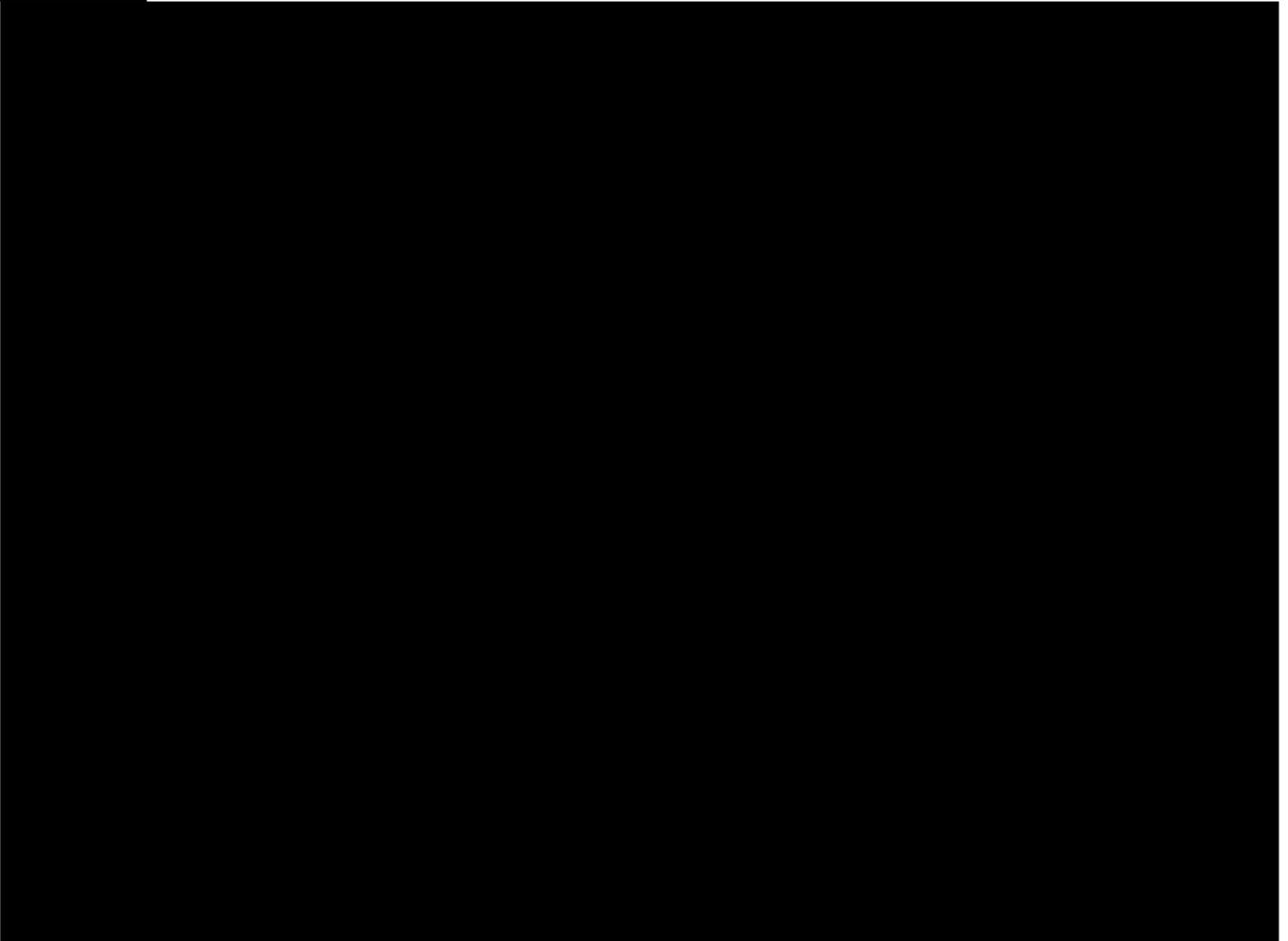
- As of the date of this document, Hello World fees begin based on the schedule outlined below. This is subject to change based on changes by third-party vendors.



- Monthly fees for all other products begin on first-live use.



Addendum



General Notes and Assumptions

- Fees for Subscription Items are subject to increase as outlined in Your license agreement with Epic. [REDACTED]
- This software order is made and effective as of the date of signature below (the "Effective Date"), by and between Epic and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes. Any references to "you" or "You" in this document means "You" as outlined in Your agreement with Epic.
- Epic software is priced based on Your licensed volumes. If these license levels increase or if additional Epic software is licensed, additional fees may apply.
- This document does not include third party software, InterSystems IRIS, Epic Hosting costs, interfaces, Epic APIs, custom programming, or change orders. It also does not include costs for Your organization's resources or out-of-pocket expenses.
- State, federal, and local taxes, including sales tax, are expenses You may incur and should be added if applicable.
- All Epic Software is licensed solely for use in accordance with the Documentation Manuals provided with the software. Any software that is not listed as included in this document, including functionality that Epic develops in the future as a separately licensed application, can be added through a completed software order or license amendment.
- [ONC Certification Details](#)
- This Software Order is valid through June 29, 2026.
- **PRICING INFORMATION IS CONFIDENTIAL AND MUST BE TREATED ACCORDINGLY.**

Software Order Process

To accept the terms of this software order and complete the software order process, sign and date below and return to either [REDACTED] or Your Epic representative. Alternatively, upon Your request, we can send You a DocuSign® version.

Select an implementation option below:

- [REDACTED]
- [REDACTED]

Print Name: _____

Title: _____

Signature: _____

Date: _____

Epic Software

	License Fees	Initial Annual Recurring Fees ¹	Estimated Implementation ²
<i>Epic Software</i>			
Cheers Call Management	[Redacted]	[Redacted]	[Redacted]
[Redacted]			
<i>Additional Costs</i>			
[Redacted]		[Redacted]	[Redacted]
Epic Software Totals	[Redacted]	[Redacted]	[Redacted]

Other Costs

	Estimated One-Time Fee	Estimated Annual Fee
<i>Third Party Software</i>		
Sublicensed Agreements through Epic		
InterSystems IRIS		[Redacted]
[Redacted]		
<i>Epic Hosting</i>		
[Redacted]		[Redacted]

Notes and Assumptions

1 Maintenance fees begin on first live use and are subject to increases as outlined in Your license agreement with Epic.

2 [Redacted]

- 3
- This document does not include third party software, InterSystems IRIS, Epic Hosting costs, custom programming, or change orders. It also does not include costs for Your organization's resources or out-of-pocket expenses.
 - State, federal, and local taxes, including sales tax, are expenses You may incur and should be added if applicable.
 - All Epic Software is licensed solely for use in accordance with the Documentation Manuals provided with the software. Any software that is not listed as included in this document, including functionality that Epic develops in the future as a separately licensed application, can be added through a completed software order or license amendment.
 - [ONC Certification Details](#)
 - This proposal is valid through August 30, 2026.
 - **PRICING INFORMATION IS CONFIDENTIAL AND MUST BE TREATED ACCORDINGLY.**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name: Epic Systems Corporation						
(Include d.b.a., if applicable)						
Street Address: 1979 MILKY WAY			Website: WWW.EPIC.COM			
City, State and Zip Code: VERONA, WI 53593			POC Name: JOHN MACDONALD			
			Email: JMACDONA@EPIC.COM			
Telephone No: 608-271-9000			Fax No: 608-271-7237			
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)
JUDY FAULKNER	CEO	75%

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.

	HUNTER SMITH
Signature	Print Name
TAX ANALYST	3-12-26
Title	Date

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

Issue:	First Amendment to the Comprehensive Care Consulting Agreement with Practice Partners, 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 Amendment to the RFP 2024-06 Comprehensive Care Consulting Agreement with Practice Partners, LLC; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000861500	Funded Pgm/Grant: N/A
Description: Comprehensive Care Consulting	
Bid/RFP/CBE: RFP No. 2024-06	
Term: Four (4) years remaining	
Amount: Estimated total contract value is \$5,800,000	
Out Clause: 90 days w/o cause	

BACKGROUND:

In August 2024, the Governing Board approved the Comprehensive Care Consulting Agreement (“Agreement”) with Practice Partners, LLC (“Practice Partners”), awarded pursuant to a formal competitive procurement process. Practice Partners’ clinical care team performs comprehensive health risk assessments, identifies UMC patients eligible for chronic care management, and provides related training for UMC staff, among other things.

This request is to approve the First Amendment to the Agreement to increase funding in the amount of \$1,200,000 per year for the remaining four (4) years of the term, and to change the vendor’s principal place of business.

UMC’s Executive Director of Ambulatory Care has reviewed and recommends approval of the Amendment, which has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
March 18, 2026

Agenda Item #

10

Comprehensive Care Consulting Agreement

This Agreement (“Agreement”) is made and entered into as of the date of last signature set forth below (“the Effective Date”), by and between Practice Partners, LLC (here- in-after referred to as “Practice Partners” or “Company”) their principal operational office address at 8475 N Government Way, suite 202, Hayden , Idaho 83835 and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having an address at 1800 W. Charleston Blvd., Las Vegas, NV 89102 (here-in-after referred to as “Hospital”).

RECITALS:

WHEREAS, Practice Partners provides patient population care management business through preventive, wellness, screenings, and better outcome solutions. Practice Partners employs or contracts with Hospitals, non-Provider, QHP, practitioners, clinical staff, and other auxiliary personnel (collectively, “Staff”) to provide patient-centered/patient population care management services as described in the Centers for Medicare and Medicaid Services (CMS) 2019/2020 Hospital Fee Schedule (including any revisions or successor regulations, the “CMS Annual Wellness Visit, CMS Chronic Care Management Regulations and Commercial/Private Pay Entities for Comprehensive Wellness Assessments etc., Remote Patient Monitoring and Behavioral Health Integration”) and any waived regulations due to COVID-19’

WHEREAS, HOSPITAL is an entity that lawfully employs or contracts with duly qualified health professionals, licensed to practice medicine under the laws of the State of Nevada;

WHEREAS, Practice Partners has the necessary skills, knowledge, expertise and experience to assist HOSPITAL in the setup of a Comprehensive Care Platform; and

WHEREAS, Practice Partners 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, it is mutually agreed as follows:

OBLIGATIONS OF PRACTICE PARTNERS

A. Services.

Practice Partners shall provide chronic care management services for and on behalf of the Hospital to the Hospital’s patients in accordance with the CMS Chronic Care Management Regulations, and all other CMS programs and the terms of this Agreement (including those duties listed on **Exhibit A**, (the “Services”). Practice Partners will perform the Services through employed and contracted Staff, via on site, internet, or through other approved telemedicine communications, or in any other manner permitted by CCM regulations. In rendering the Services hereunder, Practice Partners will be subject to compliance with the Hospital’s usual rules and regulations applicable to persons who provide healthcare services to the Hospital’s patients. As part of the Services, Practice Partners understands and agrees:

- (a) to document accurately and truthfully for reimbursement for all professional services provided by Practice Partners to support the proper billing for the Services,
- (b) to prepare promptly written records and reports relating to the Services rendered by Practice Partners in a through, complete, and professional manner and otherwise as reasonably requested and required by the Provider/Client, and
- (c) to comply with all federal and State laws and regulations relating to the Services, including compliance with the AWW, CCM, BHI and RPM Regulations, all self-referral, fraud and abuse laws, the HIPAA Rules and HITECH Act, and State privacy laws,
- (d) to abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to Practice Partners upon request, and Hospital’s Vaccine Policy, as may be amended from time to time, and must register through Hospital’s vendor management/credentialing system prior to arriving on-site at any of Hospital’s facilities. Practice Partners’ employees, agents, subcontractors and/or designees who do not abide by Hospital’s policies may be barred from physical access to Hospital’s premises.

B. Time Requirements.

Practice Partners agrees to make staff available as necessary to perform Services as required by the CCM regulations and as reasonably scheduled by the Hospital.

C. Patient Records.

All medical records related to the Services provided under this Agreement for the Hospital's patients will be the property and responsibility solely of the Provider/Client, which will be the records owner for all purposes of applicable local, state, federal statutes, laws and regulations. Practice Partners will retain a copy of all such records that it received, relied upon, or prepared in performing the Services. In addition, Practice Partners may, with respect to de-identified records, aggregate, compile, and analyze the records received, relied upon, or created by Practice Partners, and may retain and use such aggregated and analyzed data for whatever business purposes it chooses.

D. Consulting.

Practice Partners will be responsible for all consultation, staff education, patient education, implementation, product ordering, product knowledge, paper processes and clinic management that are related to the Services.

E. Questionable Claims.

Practice Partners reserves the right to refuse to submit any unlawful or unethical claims with private insurance carrier or Medicare on behalf of Hospital.

OBLIGATIONS OF HOSPITAL

A. Patient information. The Hospital will provide enough information to the Practice Partners Care Team (including known changes in patient status) for Practice Partners to confirm eligibility of the Hospital's patients for AWV, CCM, BHI and RPM services.

B. Patient Fees; Billing and Collection. All revenues, which result from the Services of Practice Partners that fit the scope of the Hospital's practice, will be the benefit of, and are the sole property of, the Hospital, subject to payment of Practice Partner's fees as provided for in Exhibit B. Practice Partners hereby assigns and sets over to the Hospital its and each its Staff's right to bill (and receive payment from) patients, insurance companies, Medicare, Medicaid, and any government health care benefit program for the Services performed. Practice Partner agrees to cooperate with the completion of all documentation necessary to assign all professional fee billings arising out of the Services to Hospital.

C. Supervision of Staff. As appropriate under the CMS Regulations and Guidelines and as reasonably requested by Practice Partners, the Hospital will provide generalized supervision of the Staff in connection with all Services. Practice Partners is solely responsible for compensating the Staff of Practice Partners.

D. Patient Information.

Hospital will provide enough information to Practice Partners (including known changes in patient status) for Practice Partners to confirm eligibility of the Hospital's patients for CMS services.

E. Data and Records.

Hospital shall provide all required data, charts, patient files and information to allow Practice Partners to provide the Services. Practice Partners and Hospital covenants and warrants to protect the confidentiality and privacy of records, files, billing forms, documents, and other information of Hospital upon termination of this agreement by either party. All billing parties are consulted and trained by Practice Partners.

COMPENSATION FOR SERVICES

A. As compensation for the Services, the Hospital will pay to Practice Partners the amounts set forth on **Exhibit B**.

B. Flat Fees/Payment for Services.

Upon receipt of the Practice Partners invoice, the Hospital will pay the amount due as set forth on each invoice within 45 days of submission of the invoice (due date). Termination for non-payment will take place 45 days after the due date.

C. Independent Consultant Status.

Notwithstanding any provision contained in this Agreement to the contrary, it is understood and agreed that Practice Partners is an independent consultant with respect to the Hospital. Nothing in this Agreement is intended nor will be construed to create an employer-employee, joint venture, partnership, association, ownership or other business affiliation or relationship between the Hospital Practice Partners. The Hospital will not withhold or pay, and Practice Partners will be solely responsible for any income, social security, unemployment, and worker's compensation taxes with respect to any amounts paid to the Company hereunder. Neither party intends to integrate the other party in its organizational structure. Neither party will have any authority, express or implied, as an officer of other party, to act for the other party, to incur, assume, or create any obligation or liability on behalf of the other party, to make any

representations or warranties concerning the other party, or to bind the other party in any manner whatsoever.

TERM

A. The term of this contract is based on a three (3) year period from the Effective Date, with two (2) 1-year options to extend the agreement exercisable upon mutual written agreement, subject to the terms of the Termination section provided herein.

B. Termination.

Either party to this Agreement may terminate the Agreement at any time upon ninety (90) days prior written notice to the other party. Either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party. This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on its business.

C. Budget Act and Fiscal Fund Out.

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. The 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 the Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

D. Effects of Termination.

Upon termination of this Agreement,

- (a) Practice Partners will assist the care team in notifying the patients that have received the Services, as appropriate.
- (b) Practice Partners will assist the care team in completing any incomplete patient records.
- (c) Hospital will pay all amounts due to Practice Partners and incurred up to the date of termination.
- (d) The terminating party covenants or warrants returning all records, documents, etc. to the other party.

REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(a) Licensure; Good Standing.

- (i) The parties will comply with all applicable State Licensure and CCM regulations and are legally capable of performing their duties and obligations as required by this Agreement.
- (ii) No party has or will employ or contract with any individual or entity which has been excluded (or been threatened exclusion) from participation in any Federal or State Health care program, and no party and no employee or contractor of a party will be excluded during the term of this Agreement.

(b) No Restrictions. No party is, or will be, subject to any health, legal, contractual, or other restrictions that interfere or conflict with the performance of a party performing the party's duties and obligations as required in the Agreement (including the Services).

(c) Non-Excluded Healthcare Provider. Practice Partners represents and warrants to Hospital that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. Practice Partners represents and warrants to Hospital that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Practice Partners or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

(d) Disclosure of Certain Occurrences. Each party will disclose to the other, immediately in writing, any of the following matters that occur, are pending, or threatened with respect to the disclosing party (including a party's employees and contractors):

- (iii) Any event that would constitute or is likely to constitute a breach of any representation, warranty, or covenant in this Agreement (including any exclusion from participation in any Federal, State, or commercial healthcare program or plan).
- (iv) Any malpractice claim, suit, settlement, judgment, verdict, or decree, any professional disciplinary, peer review, or investigation, proceeding, or action instituted by any licensure board, hospital, health care facility, professional society, third party payer, peer review or professional review committee, or governmental agency; and
- (v) Any investigation or proceeding relating to an allegation of Fraud and Abuse Laws

concerning False Claim Act (FCA), Anti-Kickback Statute (AKS), The Physician Self- Referral Law (Stark law), Safe Harbor Regulations, Exclusion Authorities and Civil Monetary Penalties Law (CMPL) or engaging in other professional or billing impropriety.

INDEMNIFICATION.

To the extent not reimbursed by insurance, Practice Partners agrees to indemnify and hold harmless Hospital, its members, managers, directors, officers, owners, agents and employees, from any and all third-party liability, losses, claims, damages, costs, causes of action, judgments, or settlements, including reasonable attorneys' fees, at all levels of trial and appeal, to the extent caused by the indemnifying party's breach of the terms of this Agreement.

To the extent authorized by Nevada law, Hospital agrees to indemnify and hold harmless Practice Partners, its members, managers, directors, officers, owners, agents and employees, from any and all third-party liability, losses, claims, damages, costs, causes of action, judgments, or settlements, including reasonable attorney's fees, at all levels of trial and appeal, to the extent caused by the indemnifying party's breach of the terms of this Agreement.

SEVERABILITY.

If any provisions of this Agreement are deemed to be unenforceable, illegal, contrary to public policy or null and void, the remainder provisions of the Agreement remain in full force and effect.

INDEPENDENT CONTRACTOR STATUS.

Notwithstanding any provision contained in this Agreement to the contrary, it is understood and agreed that Practice Partners is an independent contractor with respect to the Hospital. Nothing in this Agreement is intended nor will be construed to create an employer-employee, joint venture, partnership, association, or other business affiliation or relationship between the Hospital and Practice Partners. The Hospital will not withhold or pay, and Practice Partners will be solely responsible for, any income, social security, unemployment, and worker's compensation taxes with respect to any amounts paid to Practice Partners hereunder. Neither party intends to integrate the other party in its organizational structure. Neither party will have any authority, express or implied, as an officer of other party, to make any representations or warranties concerning the other party, or to bind the other party in any manner whatsoever.

RESTRICTIVE COVENANTS.

(a) Confidentiality. The parties acknowledge that, by virtue of this Agreement, each will have access to or will become acquainted with proprietary information relating to the operation of the other's business, including, without limitation, financial data, methods of operation, access to EMR's and operating platforms, price lists, marketing plans, names and patient records of patients, employee information, and contracts or agreements with other persons or entities. Each party acknowledges that the other party would suffer irreparable harm if any of such party's proprietary information were disclosed to any persons who might use such proprietary information to compete with such other party. Accordingly, each party agrees not to disclose any proprietary information obtained from the other party to any third person or to circumvent the other party's third party business relationships by contracting directly with such third party thereby circumventing the other party's third-party business relationship.

Notwithstanding the foregoing, Practice Partners 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, and as such its records are public documents available to copying and inspection by the public. If Hospital receives a demand for the disclosure of any information related to the Agreement which Practice Partners has claimed to be confidential and proprietary, Hospital will immediately notify Practice Partners of such demand and Practice Partners shall immediately notify Hospital's intention to seek injunctive relief in a Nevada court for protective order. Practice Partners shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Practice Partners documents in Hospital's custody and control in which Practice Partners claims to be confidential and proprietary.

(b) Injunction. The parties acknowledge and agree that any violation of Section "Restrictive Covenants" will cause the other party irreparable harm and damage and parties further acknowledge and agree that damages at law will be an insufficient remedy to the injured party. Accordingly, it is agreed that each party will be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provision of this Section "Restrictive Covenants", which injunctive relief will be in addition to any other rights or remedies available to a party.

MISCELLANEOUS.

(a) Notices. Unless otherwise provided herein, all notices and other communications required or permitted hereunder will be in writing and will be delivered

(i) in person,

(ii) by means of registered or certified mail, return receipt requested, postage prepaid, or (iii) by any nationally utilized overnight delivery service.

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

TO PRACTICE PARTNERS: Practice Partners, LLC
Attn: Allan Brandvein
13789 N Orca Trail
Hayden Lake, ID 83835

(b) Governing Law. Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

(c) Invalid Provision. Whenever possible, each provision of this Agreement will be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of other provisions of this Agreement or the application of that provision to a person or circumstance with respect to which it is valid and enforceable.

(d) Binding Effect. This Agreement is binding upon and inures to the benefit of Practice Partners, its representatives, successors and permitted assigns, and to Provider/Client, its representatives, successors and permitted assigns.

(e) No Assignment. Neither party may assign the its's rights or obligations under this Agreement without the express written consent of the other, which consent will not be unreasonably withheld.

(f) Entire Agreement; Amendments. This Agreement, including the Exhibits, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning such subject matter. This Agreement may not be modified or amended except by a writing executed by all the parties hereto.

(g) Modification; Waiver. No change of modification of this Agreement or any release or waiver of any of the provisions hereof shall be valid unless it is in writing and signed by all parties hereto.

(h) Headings. The headings used herein are used solely for convenience. They are not to be used in construing or interpreting the Agreement.

(i)

(j) Interpretation. The terms that are defined in this Agreement may be used in the singular or the plural, as the context requires. Any reference to the masculine, feminine, or neutral gender will be deemed to include each other gender, as the context requires. When a reference is made in this Agreement to a section, subsection, paragraph or clause, such reference will be deemed to be to this Agreement unless otherwise indicated. The Section, Subsection, and other headings are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," and "including" are used in this Agreement, they will be deemed to be followed by the words, "without limitation."

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which together will constitute a single agreement regardless of the dates on which such counterparts were executed.

(l) Attorney's Fees. In the event of any dispute over the terms of this Agreement of their enforcement, the prevailing party will have its reasonable attorneys' fees add costs (whether before trial, during trial, on appeal, or otherwise) paid by the other party.

(m) Public Law. In compliance with 42 USC 1935x (v)(1)(I), for a period of four (4) years after the furnishing of the goods, services, and/or equipment covered by the Agreement, Practice Partners or any subcontractor of Practice Partners under the Agreement agree to make available to the Secretary of Health and Human Services, books, documents, and records which relate to the cost of the items provided under the Agreement. This Public Law affects those Vendors who anticipate annual purchases to be \$10,000.00 or more.

(n) Protected Health Information: Practice Partners acknowledges that Hospital is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such, must take certain actions to ensure the confidentiality of information of its patients. Accordingly, Practice Partners agrees that it shall not access, and no Practice Partners' employee or agent shall attempt to gain access to, any protected health information (PHI), as that term is defined under HIPAA, through Practice Partners' provision of goods or services to Hospital. In the event that Practice Partners does gain access to PHI or its services are expanded to include access to PHI, Practice Partners agrees to (a) hold such information in strict confidence and agrees not to disclose any PHI for any purpose whatsoever other than expressly required by law or which may be permitted by written agreement with Hospital, and (b) execute a Business Associate Agreement (BAA). Practice Partners further agrees to comply with all federal and state laws, rules and regulations regarding confidentiality of PHI as they apply to Practice Partners, including but not limited to, provisions of HIPAA and the final regulations promulgated thereunder.

(o) Publicity. Neither Hospital nor Practice Partners shall cause to be published or disseminated any advertising materials,

either printed or electronically transmitted which identify the other party or its facilities with respect to the Agreement without the prior written consent of the other party.

(p) Prohibition Against Israel Boycott. In accordance with Nevada Revised Statute 332.065, Practice Partners 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.

(q) Signatures.

IN WITNESS WHEREOF, by executing this Agreement, each signature represents and warrants that such person has read, understood and is duly authorized to execute this Agreement on behalf of the respective party.

For: University Medical Center of Southern Nevada

Signature: Mason Van Houweling

Print: Mason Van Houweling

Date: Sept 3, 2024

Title: Chief Executive Officer,

For: Practice Partners LLC.

Signature: Allan Brandvein

Print: Allan G Brandvein

Date: 8/9/2024

Title: Managing Member

Exhibit A Duties of Practice Partners, LLC

Practice Partners directly or through supervision of its employed or contracted staff, will perform the following:

Comprehensive Health Risk Assessment or Comprehensive Wellness Assessment or Commercial Health Assessment.

It improves high-risk patient identification and the ability to engage patients in disease and care management programs and preventive care initiatives.

It relies on complete and accurate annual documentation and coding of all conditions, including severity assessment, treatment, and care plans.

Compliance with the HRA, CMS Annual Wellness Visit and CMS Chronic Care Management, Behavioral Health Integration, Telehealth Visits, Virtual Check-Ins, E-Visits and Remote Patient Monitoring Regulations.

Practice Partners will advise and assist Hospital:

- (i) in identifying patients who are eligible Chronic Care Management Services, and
- (ii) in complying with the CCM regulations.

Informed Consent to Services.

Practice Partners will obtain and document the patient's informed consent for the scope and cost of all services. During the consent process, Practice Partners will inform the patient of the ability to cancel the services and obtain authorization to electronically communicate with the patient's other treating Provider.

Clinical Care Team Training and Management. Practice Partners will train and manage the entire program through the Hospital's care team. Practice Partners will issue all rights to software so that the on-site care team can manage the patient population.

Care Management.

Practice Partners will help with the assessment of the patient's medical, functional, and psychosocial needs, perform medication reconciliation with review of adherence and the patient's medication self-management.

Care Plan.

Practice Partners will develop a comprehensive patient-centered care plan based on a physical, mental, cognitive, psychosocial, functional and environmental (re) assessment and an inventory of resources and supports; congruent with patient choices and values; provided to the patient in written or electronic form; and documented in the medial record.

HIPAA.

Practice Partners will educate all patients on the HIPAA Regulations, rights, permitted usage and disclosures, amendments and will get the patients to sign or verbally agree to HIPPA Consent. All documents will be placed in the patient's chart.

Face-to-Face.

Practice Partners educates all patients on the reasons for the face-to-face and non-face-to-face visits and will assist the patient with signing the face-to-face form. All documents will be placed in the patient's chart.

Transition Management.

Practice Partners will assist with the patient's transition management between and among health care settings, including referrals to other clinicians, and assisting with making follow-up appointments after a visit to the emergency department after discharges from hospitals, skilled nursing facilities, or other health care facilities. Practice Partners will facilitate communication of relevant patient information through electronic exchange of a summary care record with other healthcare providers regarding these transitions.

Continuity of Care.

Practice Partners will be reasonably available (and cooperate with Hospital) to facilitate routine appointment booking and providing reminders to facilitate successive routine appointments with Staff or with other appropriate caregivers through Practice Partners or otherwise.

The Duties of Practice Partners listed above may or may not include all the scope of Service Elements. The Hospital will make arrangements for each additional scope of service element as requested by the patient.

Definitions and Regulations

Chronic Care Management (CCM) - is **defined** as the non-face-to-face services provided to Medicare beneficiaries who have multiple (two or more), significant **chronic** conditions.

Qualified Health Professional (QHP) - A qualified healthcare professional is an individual who is qualified by education, training, licensure/regulation (when applicable) and facility privileging (when applicable) who performs a professional service within his/her scope of practice and independently reports that professional service. Possible QHPs — depending on state scope of practice, licensing, and the Centers for Medicare & Medicaid Services' (CMS), or other payers', guidelines are:

- Nurse practitioner (NP)
- Certified nurse specialist (CNS)
- Physician assistant (PA)
- Certified nurse mid-wife (CNM)
- Certified registered nurse anesthetist (CRNA)
- Clinical social worker (CSW)
- Physical therapist (PT)

Clinical Criteria - Clinical criteria include, but are not limited to, the existence of two or more conditions of chronic respiratory disorders, major depressive disorders and dementia, coronary artery disease, neurological disorders, congestive heart failure, vascular diseases, chronic kidney disease, diabetes, diabetic manifestations, and complications for which the patient has not seen a Provider in the last 13 months.

Exhibit B

Invoice and Flat Rate Fees

1. Invoice. Practice Partners will submit to the Hospital a monthly invoice for services performed during the prior period. The invoice will include a list of the names of the patients who were eligible during the service period and the services performed for each patient. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL shall not provide payment on any invoice Practice Partners submits after six (6) months from the date Practice Partners performs services, provides deliverables, and/or meets milestones.
3. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102, and must include the UMC-generated purchase order number on the invoice.
- 4.

Flat Fees:

The Hospital will pay to Practice Partners the following flat fees:

<u>Service (CPT Code)</u>	<u>Description</u>	<u>Fee</u>
99490	Chronic Care Management (initial 20 minutes)	\$28.00
99439	Chronic Care Management (additional 20-minute intervals)	\$28.00
99487	Complex Chronic Care Management (Initial 60 minutes)	\$64.00
99489	Complex Chronic Care Management (additional 30-minute intervals)	\$33.00
99426	Principal Care Management (initial 30 minutes)	\$33.00
99427	Principal Care Management (add'l 30-minute intervals)	\$33.00

Business Associate Agreement

This Agreement is made effective as of date of last signature by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Practice Partners, LLC having their principal operational office address at 8475 N Government Way, suite 202, Hayden, ID 83835** hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made

available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

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

V. RIGHT TO AUDIT

- (a) Business Associate agrees:
 - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
 - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
 - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
 - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
 - (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
 - (iii) 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 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

By: 
Mason Van Houweling

Title: CEO

Date: 8/28/24

BUSINESS ASSOCIATE:

By: Allan Brandvein
Name: Allan Brandvein

Title: Managing Member

Date: 8/9/2024

FIRST AMENDMENT TO THE COMPREHENSIVE CARE CONSULTING AGREEMENT

This First Amendment to the Comprehensive Care Consulting Agreement (“First Amendment”), is by and between **University Medical Center of Southern Nevada (“Hospital”)**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, and **Practice Partners, LLC (“Practice Partners”)** having its principal place of business at 13789 N. Orca Trail, Hayden Lake, ID 83835.

WHEREAS, Hospital and Practice Partners entered into the Comprehensive Care Consulting Agreement (“Agreement”) effective September 3, 2024; and

WHEREAS, the parties desire to further 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 Practice Partners hereby agree as follows:

1. **Change Principal Place of Business** The Principal Place of Business for Practice Partners is hereby changed from 8475 N. Government Way, Suite 202, Hayden, ID 83835, to 13789 N. Orca Trail, Hayden Lake, ID 83835.
2. **Compensation for Services** is hereby amended to add funds in the amount of \$1,200,000 for year 2, \$1,200,000 for year 3, \$1,200,000 for option year 4, and \$1,200,000 for option year 5 for a new contract value of \$5,800,000, effective September 5, 2025.
3. 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.

University Medical Center of Southern Nevada

Practice Partners, LLC.

Signature: _____

Signature: Allan Brandvein

Printed Name: Mason Van Houweling

Printed Name: Allen G. Brandvein

Title: Chief Executive Officer

Title: Managing Member

Date: _____

Date: 03/06/2026

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: PRACTICE PARTNERS, LLC						
(Include d.b.a., if applicable)						
Street Address: 8475 N. GOVERNMENT WY			Website: WWW.VECARENEVADA.COM			
City, State and Zip Code: HAYDEN, ID 83835			POC Name: ALLAN BRANOVEIN			
Telephone No: 208-635-0447			Email: ALLAN@MYSRLIFE.COM			
Nevada Local Street Address:			Website:			
(If different from above) 4525 DEAN MARTIN DR #200						
City, State and Zip Code: LAS VEGAS, NV 89103			Local Fax No:			
Local Telephone No: 208-635-0447			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).

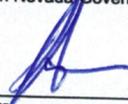
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
ALLAN BRANOVEIN	MANAGING MEMBER	60%
ANNE SWANN	MEMBER	40%

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: 
 Title: MANAGING MEMBER

Print Name: ALLAN BRANOVEIN
 Date: 8-9-24

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: Agreements for Epic Support and Epic Strategic Projects with Hummingbird Healthcare	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements for Epic Support and Epic Strategic Projects with Hummingbird Healthcare; authorize the Chief Executive Officer to execute the extension option; or take action as deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Epic Support and Epic Strategic Projects	
Bid/RFP/CBE: NRS 332.115 (1)(b) – Professional Services	
Term: 3 years	
Amount:	
Epic Support: \$14,070,000	
Epic Strategic Projects: \$4,350,000	
Out Clause: 90 days w/o cause	

BACKGROUND:

This request is to enter into the Agreements with Hummingbird Healthcare (“Hummingbird”) for Epic Support and Epic Strategic Projects.

Under the Epic Support Agreement, Hummingbird will provide UMC with specialized teams for revenue cycle and clinical application support. The scope of services encompasses ticket management, system upgrades, workflow optimization, coding updates, and issue resolution. Oversight will be provided by a Client Success Executive, who will be responsible for onboarding, assessing consultant resources, account management, project scoping, governance meetings, and quarterly performance reviews. Workflow optimization will utilize a structured ITIL-based approach to align with UMC’s strategic objectives. The Agreement, overseen by UMC’s Director of IT, provides staffing flexibility over a three-year term from the Service Commencement Date, with an optional three-month extension, for an NTE amount of \$14,070,000.

Cleared for Agenda
March 18, 2026

Agenda Item #

11

Under the Strategic Projects Agreement, Hummingbird will deliver project-based Epic consulting services to UMC, focusing on enhancements beyond maintenance of the Epic system. Each project initiated under this Agreement will be designed to align with UMC's operational goals and incorporate the latest features offered by Epic. This ensures that UMC remains at the forefront of healthcare technology, guided by formal charters and clear metrics. Support for these projects will be provided over a three-year term from the Service Commencement Date, for an NTE amount of \$4,350,000.

UMC will compensate Hummingbird a total of \$18,420,000 for both Agreements during the three (3) year term, with an option to extend for three months. Either party may terminate these Agreements with a 90-day written notice to the other. Staff also request authorization for the Hospital CEO to execute the extension option if deemed beneficial to UMC.

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
EPIC SUPPORT**

HUMMINGBIRD HEALTHCARE
NAME OF FIRM
Raychel Haberer, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(971) 415-5493
(AREA CODE) AND TELEPHONE NUMBER
contracting@hummingbird.healthcare
E-MAIL ADDRESS

AGREEMENT FOR EPIC SUPPORT

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" or "Customer"), and HUMMINGBIRD HEALTHCARE, INC., a Delaware corporation with its principal place of business at 1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134 (hereinafter referred to as "COMPANY" or "Hummingbird"), for Epic Support (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY are collectively referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement sets forth the general terms and conditions for which COMPANY shall provide services to HOSPITAL as more fully set forth in the **Exhibit A**, Scope of Work, as requested by HOSPITAL and agreed to by COMPANY; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$14,070,000.00 unless otherwise mutually agreed, excluding all travel, lodging, meals and miscellaneous expenses, as further described herein.

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

This Agreement shall begin on the Effective Date. The term of this Agreement shall commence on the date on which the services first begin (the "Service Commencement Date") and shall continue for a period of three (3) years thereafter, unless terminated in accordance with this Agreement (the Term). The Parties agree that the Service Commencement Date shall be mutually determined in writing by the Parties and documented in a written amendment to this Agreement. HOSPITAL agrees to retain COMPANY to provide the services described in the applicable Scope of Work (**Exhibit A**), beginning on the Service Commencement Date, which is anticipated to occur within 90 days of the Effective Date. During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL may request an extension of the Agreement for up to an additional three (3) months, subject to the mutual written agreement of the Parties. HOSPITAL must provide at least one hundred twenty (120) days' prior written notice of any requested extension. In the event of an agreed extension, COMPANY shall have the right to increase its fees by up to five percent (5%), or such other amount as the Parties may mutually agree in writing.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$14,070,000.00. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within [REDACTED] days after receipt of an accurate invoice.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, 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 10 business days of the date of the invoice

of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.

4. In the event of a dispute regarding any invoice submitted by COMPANY, HOSPITAL shall notify COMPANY within 15 days of the invoice date. HOSPITAL shall provide COMPANY the basis of the dispute within 10 business days of such notification (“**Dispute Notice**”). If HOSPITAL disputes any amounts set forth on an invoice, HOSPITAL will pay the undisputed amounts in accordance with this Section II. If invoiced amounts are determined to be outstanding upon resolution of the dispute, HOSPITAL will pay the remaining portions promptly following dispute resolution and in no event later than 30 days after dispute resolution.
5. If at any point HOSPITAL’s unpaid account balance is more than [REDACTED] overdue [REDACTED] on (A) any invoice that is not disputed in good faith, or (B) any disputed amounts for which HOSPITAL waived its right to dispute, COMPANY shall have the right (1) to immediately suspend any or all services under the applicable SOW, until such time as the unpaid and overdue balance is paid in full;
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after [REDACTED] from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. 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 mutual written agreement of the Parties, 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; provided, however, that scope changes to Flexible Staffing services that remain within the applicable annual fee cap may be approved in accordance with Section 2.4 of Exhibit A and shall not require a formal amendment or change order. .

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 and the mutual written agreement of the Parties; provided that Flexible Staffing services approved in accordance with Section 2.4 of Exhibit A and within the applicable annual fee cap may be authorized by written confirmation between the Parties

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 or their designee. Should the Manager be unable to complete his or her responsibility for any reason, COMPANY shall make commercially reasonable efforts to make a required replacement within fifteen (15) days. COMPANY shall provide written notice to HOSPITAL of any such replacement.
- 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 that are provided to COMPANY in writing as followed by HOSPITAL's on-site 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 to COMPANY, including all amended policies. For clarification purposes, COMPANY's personnel not working from HOSPITAL's facilities will not be required to comply with compliance policies solely applicable to employees working from HOSPITAL's facilities. 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 knowingly 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.
Except as may be set forth in **Exhibit A**, COMPANY or its licensors (as applicable) are and will remain the sole and exclusive owners of all right, title, and interest in the pre-existing materials associated with the Services (e.g., documents, know-how, software, templates, work flows), all modifications, adaptations, and derivatives of such materials, and any intellectual property rights associated with the Services (whether registered or unregistered, anywhere in the world) (collectively, "**COMPANY IP**"). Unless expressly set forth in **Exhibit A**, HOSPITAL acknowledges and agrees that the COMPANY IP will not be "work product" or "work made for hire" under this Agreement and remains the sole property of COMPANY.
- 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. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. 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.
- K. HOSPITAL acknowledges that COMPANY will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to COMPANY by HOSPITAL in performing its obligations under this Agreement.
- L. COMPANY may perform the services from the HOSPITAL locations approved by HOSPITAL and remote locations (including from their home locations) in accordance with COMPANY's remote working and work from home practices.

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, Don Barnwell, telephone number (702) 383-7840 or his designee. HOSPITAL's representative may delegate any or all of his 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. HOSPITAL is responsible for performing the HOSPITAL responsibilities set forth in this Agreement (the "HOSPITAL Responsibilities"). The HOSPITAL Responsibilities include (A) complying with the requirements set forth in Exhibit A and this Section VII; (B) performing its obligations related to implementation of the services; (C) obtaining consent from third parties necessary for COMPANY to provide services; and (D) providing time-sensitive approvals and decisions. HOSPITAL is responsible for its receipt and use of the services and will substantiate that the scope of each of the services meets HOSPITAL's operational, technical and other requirements.
- F. COMPANY's delay in performing or failure to perform its obligations will be excused to the extent such delay or failure is caused by: (A) HOSPITAL's failure or delay in performing any HOSPITAL Responsibilities; (B) any actual or alleged infringement of the proprietary rights or information of a third party by HOSPITAL; or (C) HOSPITAL's or its agents, brokers or contractors tortious acts or omissions, intentional misconduct, fraud or violation of law.
- G. HOSPITAL will obtain, maintain and comply with all licenses, consents, permits, approvals and authorizations that are authorizations to perform its obligations under this Agreement and allow COMPANY to perform the services for its benefit, including those necessary to allow COMPANY to access and use HOSPITAL's owned and leased assets and any software, services, documentation or other tools subject to third-party contracts and those necessary to share HOSPITAL data, including PHI (as defined below), with COMPANY in compliance with HIPAA (as defined below) and other applicable laws.
- H. Notwithstanding the authority granted to COMPANY under this Agreement, HOSPITAL shall retain the authority to direct the medical and ethical aspects of HOSPITAL's medical practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such individuals practice. HOSPITAL and its licensed professionals shall exercise independent professional medical judgment as it relates to the practice of medicine with its patients. COMPANY shall not exercise any control over matters related to the practice of medicine or professional medical judgment and nothing in this Agreement is intended or shall be construed to allow COMPANY to exercise control, influence, or direction over the manner or method by which HOSPITAL or its licensed professionals exercise professional medical judgment. The rendering of all medical services and the practice of medicine shall be the sole responsibility of HOSPITAL and its licensed professionals, and COMPANY shall not interfere in any manner or to any extent therewith.

SECTION VIII: TIME SCHEDULE

- A. [REDACTED].
- 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.

SECTION IX: SUSPENSION AND TERMINATION

A. [Reserved]

B. Termination

1. Termination for Cause

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

- a. not less than 30 calendar days written notice of intent to terminate and the other Party has failed to cure such material breach within such 30-day notice period; and
- b. an opportunity for consultation with the terminating Party prior to termination.

In the event that HOSPITAL fails to timely pay any fees not subject to dispute in accordance with Section II, such failure will be deemed a material breach hereunder, and COMPANY may terminate this Agreement upon 30 days' notice to HOSPITAL if the fees have not been paid by the end of such 30-day notice period.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by either Party for its convenience; but only after the other Party is given not less than [REDACTED] written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination and the termination fees set forth in **Exhibit A**.

3. 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 termination or expiration of this Agreement, COMPANY shall promptly discontinue all services affected 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, upon request from the other Party, 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 and the requirements in subsection 2(b) of this Section IX shall apply.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. 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

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. Using the same degree of care the COMPANY ordinarily uses with respect to its own confidential information, but in no event less than reasonable care, HOSPITAL will hold in strict confidence all non-public, confidential or proprietary information of COMPANY disclosed or made available to HOSPITAL. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the Parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**. COMPANY may use HOSPITAL's data to create anonymized or de-identified HOSPITAL data (the "De-Identified Data Set") for purposes of aggregating data and preparing reports and statistics regarding use and functioning of the services by COMPANY's various customers, improving any COMPANY materials, creating new COMPANY solutions to serve industry needs, and conducting research and analysis related to the services, which may be distributed to its customers and potential customers, so long as COMPANY maintains the confidentiality of the HOSPITAL data, including any PHI, and HOSPITAL's identity in accordance with this Agreement. COMPANY will use the HOSPITAL data, including the De-Identified Data Set, in accordance with all applicable laws, including 45 CFR §164.514. Notwithstanding the foregoing, 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.

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 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. The Parties agree to resolve all disputes arising under or in connection with this Agreement through binding arbitration. The Parties will use good faith efforts to resolve the dispute directly through the escalation, but if the Parties do not reach an agreement, either Party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English in the state of Nevada. If the Parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA will be final and binding on the Parties. The arbitrator must be independent of the Parties. The arbitrator's decision will be final and binding on both Parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and expenses of the arbitration will be shared equally by both Parties; however, if the arbitrator finds that either the substance of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA's rules. Notwithstanding the foregoing, this Section 20.2 will not prohibit either Party from: (i) bringing an individual action in small claims court; (ii) seeking injunctive or other equitable relief in a court of competent jurisdiction; (iii) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available; or (iv) filing suit in a court of law to address an intellectual property infringement or misappropriation claim.

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; Limitation of Liability

1. To the extent authorized by law, each Party does hereby agree to defend, indemnify, and hold harmless the other Party and the employees, officers and agents of such Party from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, arising out of a third-party claim relating to [REDACTED]

[REDACTED] Notwithstanding the foregoing, HOSPITAL retains all defenses to such indemnification that may exist under Nevada law. Any indemnification by HOSPITAL under this paragraph shall be subject to and limited by the provisions of chapter 41 of the Nevada Revised Statutes.

2. [REDACTED]

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. 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.

T. 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.

U. 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.

V. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** 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.

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: _____ DATE _____
MASON VAN HOUWELING
Chief Executive Officer

COMPANY:

HUMMINGBIRD HEALTHCARE, INC.

Signed by: _____
By: Rachel Haberer 3/16/2026 | 4:34 PM PDT
NAME Rachel Haberer DATE
TITLE President

**EXHIBIT A
EPIC SUPPORT
SCOPE OF WORK**

1. Executive Summary

University Medical Center of Southern Nevada (“HOSPITAL”) has engaged COMPANY to provide support services for HOSPITAL’s Epic revenue cycle and clinical application teams. Such services are intended to support HOSPITAL’s current and anticipated operational needs. COMPANY shall provide personnel with experience in Epic implementations and ongoing application support, including assistance with ticket backlog management, system enhancements, and Epic upgrades, as further described in this Agreement.

2. Approach & Staffing Model

2.1. Engagement Model

COMPANY shall provide services as an extension of HOSPITAL’s Epic application support team, focusing on designated Epic application areas identified by HOSPITAL as requiring additional support. COMPANY shall provide staffing resources with appropriate Epic experience to meet HOSPITAL’s operational needs. Services shall initially address HOSPITAL’s current support requirements and may be adjusted to address future support needs, subject to the terms of this Agreement. All activities performed by COMPANY will be at the direction of HOSPITAL.

2.2. Roles & Responsibilities

COMPANY shall provide the following roles in support of HOSPITAL’s Epic application teams:

- a) **Application Analysts** Application Analysts shall perform Epic application support services, including the resolution of assigned help desk tickets, Sherlock tickets, Nova notes, and tasks related to Epic upgrades, as directed by HOSPITAL.
- b) **Engagement Director.** The Engagement Director shall serve as COMPANY’s primary point of contact for the services and shall be responsible for coordinating onboarding and offboarding of personnel assigned by COMPANY to perform services, consultant management, account administration, project planning, and participation of periodic service reviews. The Engagement Director shall also act as the escalation point for COMPANY’s support services provided to HOSPITAL. HOSPITAL’s Director of IT shall manage the Agreement, establish service priorities, and assign day-to-day work in collaboration with COMPANY’s Engagement Director. Specific tasks and service responsibilities by role are further described in Exhibit B, Section 4, Service Outputs & SLAs.

2.3. Defined Application Support: Applications & Estimated Staffing

The services include Defined Application Support for the Epic application areas set forth below. The estimated full-time equivalent (“FTE”) support levels listed are provided solely for service planning and descriptive purposes and do not affect the fees set forth in Section 7.1 (Fee Table).

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3. Hours of Operation & Holidays

Support is available Monday through Friday, 8:00 AM–5:00 PM Pacific Time. No support will be provided during HOSPITAL-recognized holidays, which include New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Nevada Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Modifications to the holiday schedule require 60 days’ written notice.

4. Service Outputs & SLA Reporting Obligations

4.1 Revenue Cycle Application Scope

The tasks listed below are representative of Defined Application Support for Hospital Billing, Professional Billing, Claims, and/or HIM applications. [Redacted]

Defined Application Support may include the following activities as directed by the HOSPITAL:

[Redacted]	[Redacted]

[Redacted]

4.2 Clinical Application Scope

The tasks listed below are representative of the scope of Defined Application Support for Epic Ambulatory Orders and OpTime applications. Such services are intended to support ongoing clinical operations, issue resolution, regulatory maintenance, and incremental configuration updates within HOSPITAL’s existing Epic environment.

Defined Application Support may include the following activities, as directed by HOSPITAL:

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3. Monthly Reporting

COMPANY shall provide HOSPITAL with a written monthly status report summarizing COMPANY’s performance of the services during the applicable reporting period. The monthly status report shall include, as applicable, to the services performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4.4. Service Level Agreements (SLAs) Reporting

COMPANY shall use commercially reasonable efforts to meet the following service level targets for COMPANY supported applications, measured monthly and subject to the assumptions and dependencies set forth in the Agreement.:

Severity	Description	Target Resolution
Priority 1	A material issue resulting in significant impact to patient safety, financial operations, or an enterprise outage for which no workaround is available. This is a more severe and potentially critical threat that has the potential to cause serious harm to patients or the financial health and stability of the organization.	[REDACTED]
Priority 2	An issue with high impact to patient safety or financial operations for which a workaround is available, or an application outage with workaround. This type of issue is notable, and the impact could be	[REDACTED]

	substantial, but manageable within existing patient care guidelines, business continuity processes, and/or financial frameworks.	
--	--	--

SLA measurement shall exclude delays attributable to factors outside COMPANY’s reasonable control, including delays caused by HOSPITAL dependencies, third-party vendors, Epic release timing, or required approvals. For purposes of this Section, “resolution” may include the implementation of a reasonable workaround or mitigation agreed upon by the Parties.

5. Timeline

This table below sets forth the timeline and requisite activities pursuant to the performance of services for the Project. . Any additional support services or scope not expressly identified in this Agreement shall be addressed by mutually agreed change orders.

Event	Date
Contract Start Date	As set forth in the Agreement
Kick Off Activities (completion of onboarding, access provisioning and other prerequisites reasonably required to begin services)	Within ninety (90) days following the Effective Date
Service Commencement Date	Within ninety (90) days of the Effective Date and to be mutually determined by the Parties pursuant to Section I of the Agreement.
Monthly Status Reports	Monthly, following Service Commencement Date
Quarterly Support Reviews	Quarterly, following Service Commencement Date
One-Time Resource and /Price Adjustment	As set forth in Section 2.4
Staffing Change Notice	As set forth in Section 2.4
Change Orders for New Support Areas	As mutually agreed
Contract End	Three (3) years following Service Commencement Date

6. Scope Exclusions

Unless expressly agreed in writing by the Parties, COMPANY shall not provide the following services under this Statement of Work:

- On-call, after-hours, or weekend support
- Daily assistance outside standard, non-holiday business hours
- Application support for Epic applications not expressly identified in this SOW or appendices
- Project management services
- Strategic advisory or project-based work that (i) exceeds 80 hours, (ii) spans multiple Epic application areas, or (iii) requires interdisciplinary or cross-functional coordination.
- After-hours support for Epic upgrades

Any services excluded above may be provided only pursuant to a mutually agreed change order, Flexible Staffing request, or separate statement of work, as applicable.

7. Fees & Payment Terms

The total contract value under this Agreement shall not exceed \$14,070,000 over the three-year term The total annual fees payable by HOSPITAL shall not exceed the amounts set forth in Section 7.1 (Fee Table). [REDACTED]

[REDACTED]

7.1 Fee Table

The following fee table governs this agreement for the duration of the contract:

	Year 1	Year 2	Year 3
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Annual Fees (Not to Exceed)	\$4,370,000	\$4,850,000	\$4,850,000

Flexible Staffing fees are capped at the applicable amount set forth above and shall be incurred only pursuant to HOSPITAL's request and COMPANY's approval in accordance with Exhibit A. Section 2.4 (Flexible Staffing).

7.2 Payment Terms

Defined Application Support fees shall be billed monthly in advance, in equal installments, based on the applicable annual fees set forth in Section 7.1 (Fee Table). Each monthly invoice for Defined Application Support shall be issued at the beginning of the applicable service month. Billing for Defined Application Support shall commence as of the Service Commencement Date. Flexible Staffing services approved in accordance with Section 2.4 shall be billed monthly.

Payment terms are governed by MSA Section II, A.2, Terms of Payment.

7.3 Travel Expenses

COMPANY will provide HOSPITAL with an annual estimate of anticipated Travel Expenses which are excluded from the fees set forth in Section 7.1 (Fee Table). If actual Travel Expenses exceed the annual estimate, COMPANY and HOSPITAL will work together in good faith to mutually agree on any additional travel allocation

Details about support and flexible staffing are included in the fee table.

8. System Access and Data

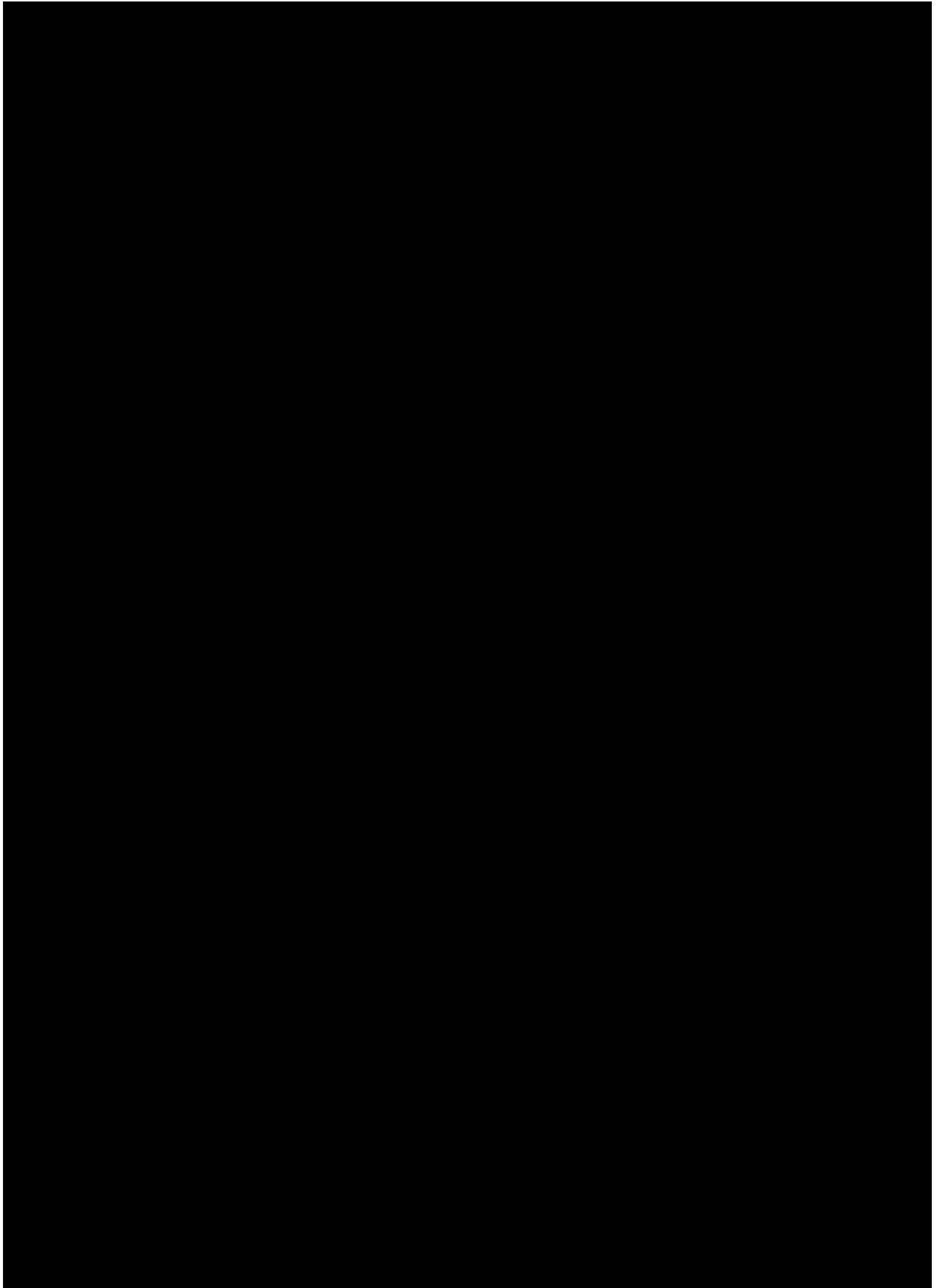
HOSPITAL shall provide COMPANY personnel with role-appropriate secure remote access as follows:

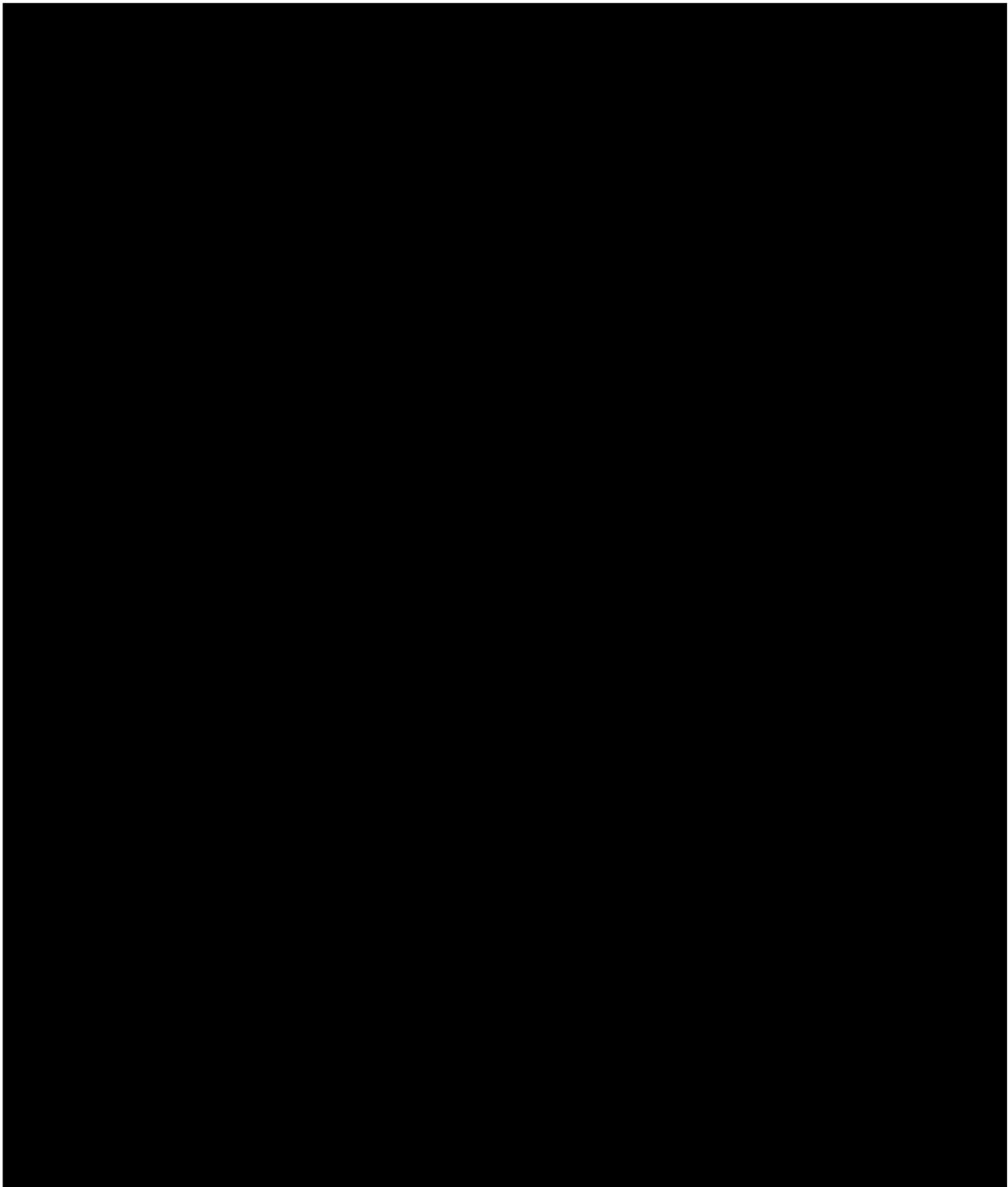
8.1. Epic System Access.

[REDACTED]

8.2. Epic Application Requirements.

[REDACTED]



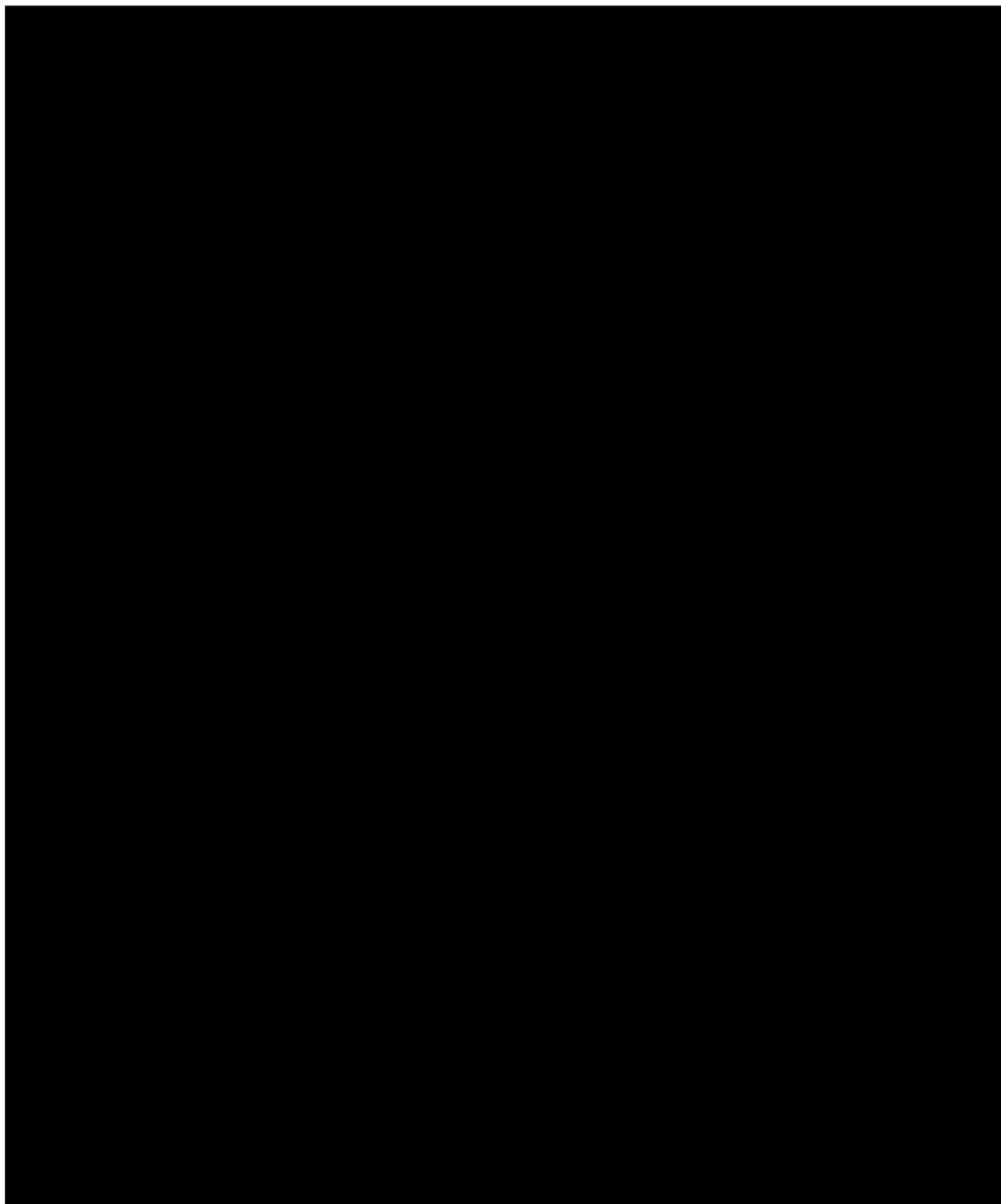


9. RACI Matrix Definitions.

The Parties will work during Implementation to define a RACI matrix to be used by the Parties' representatives throughout the SOW Term.

R	Responsible for completing the task
A	Accountable to seeing the task completed

C	Conversations should occur about the task
I	Informed about the task or outcome of the task



10. Other Responsibilities

COMPANY shall be responsible for the cost of Epic UserWeb access and required Epic training or certification sponsorships for Company personnel assigned to perform the services. Any development of joint case studies, outcome summaries or marketing materials referencing the Parties shall be subject to mutual written agreement.

**EXHIBIT B
EPIC SUPPORT
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 upon request 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" 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 [REDACTED].
- 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 [REDACTED].
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] 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 [REDACTED] 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 [REDACTED] 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. **[Reserved]**
- L. **Cybersecurity Liability**: COMPANY shall maintain cybersecurity liability insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against risks arising from data breaches, privacy violations, network security failures, and cyber-attacks that may result in financial loss or legal liability.
- M. **Technology Errors and Omissions Liability**: COMPANY shall maintain technology errors and omissions insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against claims resulting from professional services, product failures, or technical mistakes related to software, hardware, and technology services provided under this Agreement.
- N. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- O. **[Reserved]**
- P. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: EPIC SUPPORT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT 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

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the date of the last signature set forth below, 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 **Hummingbird Healthcare**, 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 its responsibilities under such arrangement;

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

I. DEFINITIONS

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

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

“Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and, where applicable, limited data sets. To the extent the Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship;

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules);

(iii) For Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any disclosure is Required by Law or Business Associate obtains reasonable assurances from the third party to whom the information is Disclosed that the information will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the third party, and the third party notifies Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached or compromised; or

(iv) To the extent necessary to provide services to Covered Entity or otherwise with Covered Entity's prior written consent, to create de-identified information in accordance with § 164.514(a) and (b), as permitted by 45 CFR § 164.502(d).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information that are not less stringent than those outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement reasonable and appropriate safeguards and internal controls designed 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 applicable "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, as applicable, in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident. Notice is hereby deemed provided, and no further notice will be given, with respect to unsuccessful attempts at unauthorized access to Electronic Protected Health Information such as pings and other broadcast attacks on firewalls, denial of service attacks, failed login attempts, and port scans

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

(i) To notify Covered Entity's Chief Privacy Officer immediately, but not later than 5 business days, after discovery of the Breach, and

- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, to the extent known, and
- (iii) To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all reasonable costs actually incurred by Covered Entity in complying with federal and state breach notification and mitigation requirements, including the reasonable costs of notification and mitigation of potential harmful effects required by law, in each case to the extent directly caused by Business Associate's acts or omissions.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To, not more than once during any 12-month period (except as necessary to meet Business Associate's obligations under Section IV(b) or to the extent required by law), provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. Such access shall be limited to Business Associate's provision of records and information in electronic or hard copy format, and shall not include any right of physical inspection or onsite audit of Business Associate's facilities, systems, or premises.
- (ii) To make available to the Secretary of the U.S. Department of Health and Human Services its internal practices, books, and records relating to the use, disclosure, or safeguarding of Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, in the time and manner designated by the Secretary.

VI. COVERED ENTITY REQUESTS AND OBLIGATIONS

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity in writing.
- (ii) To make available Protected Health Information in a Designated Record Set maintained by Business Associate on behalf of Covered Entity, to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information in a Designated Record Set maintained by Business Associate on behalf of Covered Entity available for amendment and incorporate any amendments to such Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make information regarding such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

(b) Covered Entity agrees to:

- (i) Notify Business Associate promptly in writing of any limitation in Covered Entity's notice of privacy practices or restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent such limitation or restriction may affect Business Associate's use or disclosure of PHI.
- (ii) Notify Business Associate in writing of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (iii) Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under 45 CFR 164.526 which Covered Entity believes will apply to PHI maintained by Business Associate in a Designated Record Set.
- (iv) Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity, except as permitted by Section 4(e).
- (v) Limit disclosure of PHI to Business Associate to the minimum necessary for Business Associate to perform its obligation under the Underlying Agreement.

VII. TERMINATION

Termination for Cause. If Covered Entity determines that Business Associate has violated a material term of this Agreement, Covered Entity may take reasonable steps to cure the breach or end the violation; [REDACTED]

[REDACTED]

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will 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 and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written notification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

The Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. With respect to PHI and related compliance obligations, the Business Associate Agreement exclusively governs remedies and liability, and the limitations in this Services Agreement do not apply.

[Redacted text block]

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

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

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

COVERED ENTITY:

By: _____
Mason Van Houweling

Title: Chief Executive Officer

Date: _____

BUSINESS ASSOCIATE:

Signed by:
By: Raychel Haberer
Raychel Haberer

Title: President

Date: 3/16/2026 | 4:34 PM PDT

EXHIBIT E TRAVEL POLICY

A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.

B. The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel/traveler. **HOSPITAL assumes no obligation to reimburse travelers for expenses that are not pre-approved by HOSPITAL's representative or their designee which are not in compliance with this Travel Policy.**

Airfare: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

Parking: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
 - Air travel is not available
 - The distance to the destination is less than 150 miles
 - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
 - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
 - Transporting large or bulky materials
- Rental cars should be returned:
 - To the original rental city unless approved for one-way rental
 - Intact (i.e., no dents, scratches or other damage within the traveler's control)
 - On time, to avoid additional charges
 - With a full tank of gas

Uber/Lyft/Taxi/Shuttle Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. HOSPITAL will reimburse up to \$125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
 - With copy of executed Agreement highlighting the allowable travel
 - List of travelers
 - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

The following are some of the charges that will **NOT** be allowed for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off

C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.

D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
EPIC STRATEGIC PROJECTS**

HUMMINGBIRD HEALTHCARE
NAME OF FIRM
Raychel Haberer, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(971) 415-5493
(AREA CODE) AND TELEPHONE NUMBER
contracting@hummingbird.healthcare
E-MAIL ADDRESS

AGREEMENT FOR EPIC STRATEGIC PROJECTS

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" or "Customer"), and HUMMINGBIRD HEALTHCARE, INC., a Delaware corporation with its principal place of business at 1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134 (hereinafter referred to as "COMPANY" or "Hummingbird"), for Epic Strategic Projects (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY are collectively referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement sets forth the general terms and conditions for which COMPANY shall provide services to HOSPITAL as more fully set forth in the **Exhibit A**, Scope of Work, as requested by HOSPITAL and agreed to by COMPANY; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$4,350,000.00 unless otherwise mutually agreed, excluding all travel, lodging, meals and miscellaneous expenses, as further described herein.

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

This Agreement shall begin on the Effective Date. The term of this Agreement shall commence on the date on which the services first begin (the "Service Commencement Date") and shall continue for a period of three (3) years thereafter, unless terminated in accordance with this Agreement (the Term). The Parties agree that the Service Commencement Date shall be mutually determined in writing by the Parties and documented in a written amendment to this Agreement. HOSPITAL agrees to retain COMPANY to provide the services described in the applicable Scope of Work (**Exhibit A**), beginning on the Service Commencement Date, which is anticipated to occur within 90 days of the Effective Date. During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL may request an extension of the Agreement for up to an additional three (3) months, subject to the mutual written agreement of the Parties. HOSPITAL must provide at least one hundred twenty (120) days' prior written notice of any requested extension. In the event of an agreed extension, COMPANY shall have the right to increase its fees by up to five percent (5%), or such other amount as the Parties may mutually agree in writing.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$4,350,000.00. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within [REDACTED] calendar days after receipt of an accurate invoice.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, 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 10 business days of the date of the invoice

of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.

4. In the event of a dispute regarding any invoice submitted by COMPANY, HOSPITAL shall notify COMPANY within 15 days of the invoice date. HOSPITAL shall provide COMPANY the basis of the dispute within 10 business days of such notification (“**Dispute Notice**”). If HOSPITAL disputes any amounts set forth on an invoice, HOSPITAL will pay the undisputed amounts in accordance with this Section II. If invoiced amounts are determined to be outstanding upon resolution of the dispute, HOSPITAL will pay the remaining portions promptly following dispute resolution and in no event later than 30 days after dispute resolution.
5. If at any point HOSPITAL’s unpaid account balance is more than [REDACTED] days overdue ([REDACTED] [REDACTED]) on (A) any invoice that is not disputed in good faith, or (B) any disputed amounts for which HOSPITAL waived its right to dispute, COMPANY shall have the right (1) to immediately suspend any or all services under the applicable SOW, until such time as the unpaid and overdue balance is paid in full;
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after [REDACTED] from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. 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 mutual written agreement of the Parties, 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; provided, however, that scope changes to Flexible Staffing services that remain within the applicable annual fee cap may be approved in accordance with Section 2.4 of Exhibit A and shall not require a formal amendment or change order. .

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 and the mutual written agreement of the Parties; provided that Flexible Staffing services approved in accordance with Section 2.4 of Exhibit A and within the applicable annual fee cap may be authorized by written confirmation between the Parties

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 or their designee. Should the Manager be unable to complete his or her responsibility for any reason, COMPANY shall make commercially reasonable efforts to make a required replacement within fifteen (15) days. COMPANY shall provide written notice to HOSPITAL of any such replacement.
- 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 that are provided to COMPANY in writing as followed by HOSPITAL's on-site 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 to COMPANY, including all amended policies. For clarification purposes, COMPANY's personnel not working from HOSPITAL's facilities will not be required to comply with compliance policies solely applicable to employees working from HOSPITAL's facilities. 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 knowingly 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.
- Except as may be set forth in **Exhibit A**, COMPANY or its licensors (as applicable) are and will remain the sole and exclusive owners of all right, title, and interest in the pre-existing materials associated with the Services (e.g., documents, know-how, software, templates, work flows), all modifications, adaptations, and derivatives of such materials, and any intellectual property rights associated with the Services (whether registered or unregistered, anywhere in the world) (collectively, "**COMPANY IP**"). Unless expressly set forth in **Exhibit A**, HOSPITAL acknowledges and agrees that the COMPANY IP will not be "work product" or "work made for hire" under this Agreement and remains the sole property of COMPANY.
- 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. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. 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.
- K. HOSPITAL acknowledges that COMPANY will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to COMPANY by HOSPITAL in performing its obligations under this Agreement.
- L. COMPANY may perform the services from the HOSPITAL locations approved by HOSPITAL and remote locations (including from their home locations) in accordance with COMPANY's remote working and work from home practices.

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, Don Barnwell, telephone number (702) 383-7840 or his designee. HOSPITAL's representative may delegate any or all of his 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. HOSPITAL is responsible for performing the HOSPITAL responsibilities set forth in this Agreement (the "HOSPITAL Responsibilities"). The HOSPITAL Responsibilities include (A) complying with the requirements set forth in Exhibit A and this Section VII; (B) performing its obligations related to implementation of the services; (C) obtaining consent from third parties necessary for COMPANY to provide services; and (D) providing time-sensitive approvals and decisions. HOSPITAL is responsible for its receipt and use of the services and will substantiate that the scope of each of the services meets HOSPITAL's operational, technical and other requirements.
- F. COMPANY's delay in performing or failure to perform its obligations will be excused to the extent such delay or failure is caused by: (A) HOSPITAL's failure or delay in performing any HOSPITAL Responsibilities; (B) any actual or alleged infringement of the proprietary rights or information of a third party by HOSPITAL; or (C) HOSPITAL's or its agents, brokers or contractors tortious acts or omissions, intentional misconduct, fraud or violation of law.
- G. HOSPITAL will obtain, maintain and comply with all licenses, consents, permits, approvals and authorizations that are authorizations to perform its obligations under this Agreement and allow COMPANY to perform the services for its benefit, including those necessary to allow COMPANY to access and use HOSPITAL's owned and leased assets and any software, services, documentation or other tools subject to third-party contracts and those necessary to share HOSPITAL data, including PHI (as defined below), with COMPANY in compliance with HIPAA (as defined below) and other applicable laws.
- H. Notwithstanding the authority granted to COMPANY under this Agreement, HOSPITAL shall retain the authority to direct the medical and ethical aspects of HOSPITAL's medical practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such individuals practice. HOSPITAL and its licensed professionals shall exercise independent professional medical judgment as it relates to the practice of medicine with its patients. COMPANY shall not exercise any control over matters related to the practice of medicine or professional medical judgment and nothing in this Agreement is intended or shall be construed to allow COMPANY to exercise control, influence, or direction over the manner or method by which HOSPITAL or its licensed professionals exercise professional medical judgment. The rendering of all medical services and the practice of medicine shall be the sole responsibility of HOSPITAL and its licensed professionals, and COMPANY shall not interfere in any manner or to any extent therewith.

SECTION VIII: TIME SCHEDULE

- A. [REDACTED]
- 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.

SECTION IX: SUSPENSION AND TERMINATION

A. [Reserved]

B. Termination

1. Termination for Cause

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

- a. not less than 30 calendar days written notice of intent to terminate and the other Party has failed to cure such material breach within such 30-day notice period; and
- b. an opportunity for consultation with the terminating Party prior to termination.

In the event that HOSPITAL fails to timely pay any fees not subject to dispute in accordance with Section II, such failure will be deemed a material breach hereunder, and COMPANY may terminate this Agreement upon 30 days' notice to HOSPITAL if the fees have not been paid by the end of such 30-day notice period.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by either Party for its convenience; but only after the other Party is given not less than [REDACTED] written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination and the termination fees set forth in **Exhibit A**.

3. 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 termination or expiration of this Agreement, COMPANY shall promptly discontinue all services affected 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, upon request from the other Party, 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 and the requirements in subsection 2(b) of this Section IX shall apply.
 - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
 5. 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

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. Using the same degree of care the COMPANY ordinarily uses with respect to its own confidential information, but in no event less than reasonable care, HOSPITAL will hold in strict confidence all non-public, confidential or proprietary information of COMPANY disclosed or made available to HOSPITAL. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the Parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**. COMPANY may use HOSPITAL's data to create anonymized or de-identified HOSPITAL data (the "De-Identified Data Set") for purposes of aggregating data and preparing reports and statistics regarding use and functioning of the services by COMPANY's various customers, improving any COMPANY materials, creating new COMPANY solutions to serve industry needs, and conducting research and analysis related to the services, which may be distributed to its customers and potential customers, so long as COMPANY maintains the confidentiality of the HOSPITAL data, including any PHI, and HOSPITAL's identity in accordance with this Agreement. COMPANY will use the HOSPITAL data, including the De-Identified Data Set, in accordance with all applicable laws, including 45 CFR §164.514. Notwithstanding the foregoing, 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.

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 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. The Parties agree to resolve all disputes arising under or in connection with this Agreement through binding arbitration. The Parties will use good faith efforts to resolve the dispute directly through the escalation, but if the Parties do not reach an agreement, either Party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English in the state of Nevada. If the Parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA will be final and binding on the Parties. The arbitrator must be independent of the Parties. The arbitrator's decision will be final and binding on both Parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and expenses of the arbitration will be shared equally by both Parties; however, if the arbitrator finds that either the substance of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA's rules. Notwithstanding the foregoing, this Section 20.2 will not prohibit either Party from: (i) bringing an individual action in small claims court; (ii) seeking injunctive or other equitable relief in a court of competent jurisdiction; (iii) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available; or (iv) filing suit in a court of law to address an intellectual property infringement or misappropriation claim.

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; Limitation of Liability

1. To the extent authorized by law, each Party does hereby agree to defend, indemnify, and hold harmless the other Party and the employees, officers and agents of such Party from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, arising out of a third-party claim relating to [REDACTED]

[REDACTED]

[REDACTED] Notwithstanding the foregoing, HOSPITAL retains all defenses to such indemnification that may exist under Nevada law. Any indemnification by HOSPITAL under this paragraph shall be subject to and limited by the provisions of chapter 41 of the Nevada Revised Statutes.

2.

1. [REDACTED]

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. 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.

T. 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.

U. 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.

V. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** 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.

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: _____ DATE
MASON VAN HOUWELING
Chief Executive Officer

COMPANY:

HUMMINGBIRD HEALTHCARE, INC.

Signed by:
By: Raychel Haberer 3/16/2026 | 4:25 PM PDT
CD8563D2A00C289...
NAME Raychel Haberer DATE
TITLE President

EXHIBIT A EPIC STRATEGIC PROJECTS SCOPE OF WORK

Executive Summary

University Medical Center of Southern Nevada (“HOSPITAL”) seeks a partner to provide strategic project support on an as-needed basis. When strategic initiatives require Epic support, or HOSPITAL needs evolve beyond standard Epic maintenance. Hummingbird Healthcare (“COMPANY”) is prepared to provide project-based, strategic consulting.

Approach and Timeline

2.1 APPROACH

COMPANY’s approach to strategic projects is grounded in ITIL methodology. Unlike day-to-day Epic application support, these projects have clear, documented goals, occur in a fixed period, have a clear start and end date, and likely support a single or several strategic initiatives at HOSPITAL. To delineate these projects from day-to-day support, our recommended criteria for these engagements are:

- They are interdisciplinary, combining operational priorities with new or updated Epic functionality.
- Timing follows a sprint-style format and they run 12–16-weeks in duration.
- They require formal, HOSPITAL-driven request and/or approval.
- In addition to HOSPITAL IT leadership support, they have a defined HOSPITAL Executive, and operational sponsor.
- They have a project charter that formalizes the success metrics, service outputs and/or KPIs, and long-term support plan (as needed).

2.2 TIMELINE

COMPANY will provide strategic project support for a three-year contract duration with HOSPITAL. While individual project durations may vary, all strategic projects will conclude three years from contract start date, unless both parties agree to a renewal term.

Defined Project Requests

Once a strategic need is identified by HOSPITAL, COMPANY will further assist in defining the requirements for each project initiative. At a minimum, each project request defined by COMPANY will include:

- Scope of request
- Executive, IT, and Operational sponsors
- Estimated timeline
- Estimated resource roles and responsibilities
- Training requirements
- Estimated cost
- Project goals
- System access and tools required
- Estimated operational participation requirements from HOSPITAL
- Plan for ongoing maintenance and support of project features

Approval and Execution

A project is considered approved once it passes through HOSPITAL’s approval process and is assigned to COMPANY by HOSPITAL leadership. After approval, HOSPITAL will appoint an in-house project manager, as appropriate, who will collaborate with COMPANY to create a project charter. This charter will be reviewed by both parties, and email acknowledgment will serve as confirmation to proceed to project execution (kickoff). All parties will agree to a kickoff date at this stage. Upon project go-live and closure, HOSPITAL will be responsible for all ongoing maintenance and work unless otherwise agreed upon in advance.

Fees & Payment Terms

Fees for each project will be determined based on its scope, and costs will be reviewed during HOSPITAL’s approval process, prior to charter development. The annual cap for strategic work is not to exceed \$1.5 million, with a **total contract value** not to exceed \$4.35 million. In year

one (1), COMPANY will provide a 10% discount on consulting services, capping the total billable amount at \$1.35 million for that year.

	Year 1	Year 2	Year 3
Annual Fee (up to)	\$1.35M	\$1.5M	\$1.5M

Epic Strategic Projects shall be billed monthly. Payment terms are governed by MSA Section II, A.2, Terms of Payment.

Customer Requirements

Partnering with COMPANY means working with a team dedicated to customer service, delivery excellence, and innovative problem-solving. HOSPITAL can support project success through the following:

[REDACTED]

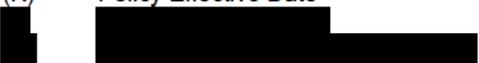
6.3 STAFFING AND SUPPORT

Project timelines are estimated based on normal availability of HOSPITAL stakeholders and subject matter experts. COMPANY will communicate time commitments, resources, and expectations in advance. Delays or resource constraints may affect timelines and costs. Each project charter will detail customer resource requirements following approval.

**EXHIBIT B
EPIC STRATEGIC PROJECTS
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 upon request 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" 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 [REDACTED].
- 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 [REDACTED].
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] 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 [REDACTED] 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 [REDACTED] 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. **[Reserved]**
- L. **Cybersecurity Liability**: COMPANY shall maintain cybersecurity liability insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against risks arising from data breaches, privacy violations, network security failures, and cyber-attacks that may result in financial loss or legal liability.
- M. **Technology Errors and Omissions Liability**: COMPANY shall maintain technology errors and omissions insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against claims resulting from professional services, product failures, or technical mistakes related to software, hardware, and technology services provided under this Agreement.
- N. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- O. **[Reserved]**

- P. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- Q. **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.
- R. **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
 - 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - 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
 - 8. Description: EPIC STRATEGIC PROJECTS (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: <hr/> PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER <hr/> E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS <hr/> <table style="width: 100%;"> <tr> <td style="width: 70%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%; text-align: center;">NAIC #</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER(S) AFFORDING COVERAGE	NAIC #		
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: <hr/> INSURER B: <hr/> INSURER C: <hr/> INSURER D: <hr/> INSURER E: <hr/> INSURER F: <hr/>		

3. 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
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E)	50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F)	5,000
							PERSONAL & ADV INJURY	\$(G)	1,000,000
							GENERAL AGGREGATE	\$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I)	2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	DEDUCTIBLE MAXIMUM	\$	25,000						
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X		(N)	(O)	(P)	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						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
8.				(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)
EPIC STRATEGIC PROJECTS

9. CERTIFICATE HOLDER UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> 10. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: EPIC STRATEGIC PROJECTS

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT 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**
[RESERVED]

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the date of the last signature set forth below, 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 **Hummingbird Healthcare**, 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 its responsibilities under such arrangement;

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

I. DEFINITIONS

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

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

“Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and, where applicable, limited data sets. To the extent the Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

- (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship;
- (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules);
- (iii) For Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any disclosure is Required by Law or Business Associate obtains reasonable assurances from the third party to whom the information is Disclosed that the information will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the third party, and the third party notifies Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached or compromised; or
- (iv) To the extent necessary to provide services to Covered Entity or otherwise with Covered Entity's prior written consent, to create de-identified information in accordance with § 164.514(a) and (b), as permitted by 45 CFR § 164.502(d).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information that are not less stringent than those outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

- (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
- (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

- (i) To implement reasonable and appropriate safeguards and internal controls designed 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 applicable "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, as applicable, in accordance with 45 CFR 164.316.
- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident. Notice is hereby deemed provided, and no further notice will be given, with respect to unsuccessful attempts at unauthorized access to Electronic Protected Health Information such as pings and other broadcast attacks on firewalls, denial of service attacks, failed login attempts, and port scans

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

- (i) To notify Covered Entity's Chief Privacy Officer immediately, but not later than 5 business days, after discovery of the Breach, and

- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, to the extent known, and
- (iii) To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all reasonable costs actually incurred by Covered Entity in complying with federal and state breach notification and mitigation requirements, including the reasonable costs of notification and mitigation of potential harmful effects required by law, in each case to the extent directly caused by Business Associate's acts or omissions.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To, not more than once during any 12-month period (except as necessary to meet Business Associate's obligations under Section IV(b) or to the extent required by law), provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. Such access shall be limited to Business Associate's provision of records and information in electronic or hard copy format, and shall not include any right of physical inspection or onsite audit of Business Associate's facilities, systems, or premises.
- (ii) To make available to the Secretary of the U.S. Department of Health and Human Services its internal practices, books, and records relating to the use, disclosure, or safeguarding of Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, in the time and manner designated by the Secretary.

VI. COVERED ENTITY REQUESTS AND OBLIGATIONS

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity in writing.
- (ii) To make available Protected Health Information in a Designated Record Set maintained by Business Associate on behalf of Covered Entity, to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information in a Designated Record Set maintained by Business Associate on behalf of Covered Entity available for amendment and incorporate any amendments to such Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make information regarding such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

(b) Covered Entity agrees to:

- (i) Notify Business Associate promptly in writing of any limitation in Covered Entity's notice of privacy practices or restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent such limitation or restriction may affect Business Associate's use or disclosure of PHI.
- (ii) Notify Business Associate in writing of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (iii) Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under 45 CFR 164.526 which Covered Entity believes will apply to PHI maintained by Business Associate in a Designated Record Set.
- (iv) Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity, except as permitted by Section 4(e).
- (v) Limit disclosure of PHI to Business Associate to the minimum necessary for Business Associate to perform its obligation under the Underlying Agreement.

VII. TERMINATION

Termination for Cause. If Covered Entity determines that Business Associate has violated a material term of this Agreement, Covered Entity may take reasonable steps to cure the breach or end the violation

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will 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 and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written notification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

The Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. With respect to PHI and related compliance obligations, the Business Associate Agreement exclusively governs remedies and liability, and the limitations in this Services Agreement do not apply.



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

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

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

COVERED ENTITY:

By: _____
Mason Van Houweling

Title: Chief Executive Officer

Date: _____

BUSINESS ASSOCIATE:

Signed by:
Raychel Haberer
By: _____
Raychel Haberer

Title: President

Date: 3/16/2026 | 4:25 PM PDT

EXHIBIT E TRAVEL POLICY

A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.

B. The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel/traveler. **HOSPITAL assumes no obligation to reimburse travelers for expenses that are not pre-approved by HOSPITAL's representative or their designee which are not in compliance with this Travel Policy.**

Airfare: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

Parking: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
 - Air travel is not available
 - The distance to the destination is less than 150 miles
 - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
 - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
 - Transporting large or bulky materials
- Rental cars should be returned:
 - To the original rental city unless approved for one-way rental
 - Intact (i.e., no dents, scratches or other damage within the traveler's control)
 - On time, to avoid additional charges
 - With a full tank of gas

Uber/Lyft/Taxi/Shuttle Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. HOSPITAL will reimburse up to \$125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
 - With copy of executed Agreement highlighting the allowable travel
 - List of travelers
 - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

The following are some of the charges that will **NOT** be allowed for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off

C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.

D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
XX Clark County Nevada Employees 1 (One)						
Corporate/Business Entity Name: Hummingbird Healthcare, Inc.						
(Include d.b.a., if applicable)						
Street Address: 1825 Ponce de Leon #805			Website: https://hummingbird.healthcare			
City, State and Zip Code: Coral Gables, FL 33134			POC Name: Brie Quigley Email: brie@hummingbird.healthcare			
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:			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)
Jeremy Schwach	Chief Executive Officer	15%

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.

Alison R. Fetach

Signature

Alison Fetsch

Print Name

Chief Financial Officer

Title

March 10, 2026

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: Lease Agreement with Nevada Health & Bioscience Asset Corp.	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation:	
<p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement by and between Nevada Health & Bioscience Asset Corp. and University Medical Center of Southern Nevada; or take action as deemed appropriate. (For possible action)</p>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000707000	Funded Pgm/Grant: N/A
Description: Lease Agreement	
Bid/RFP/CBE: N/A	
Term: 10 years with two (2) option periods of ten (10) years	
Amount: First year monthly rent of \$36,439.37 with 3% annual increases after the first year; \$36,439.67 security deposit; O&M Charges not to exceed \$400,000 for first year with annual cap of 6%; variable utility charges	
Out Clause: Budget Act and Fiscal Fund Out	

BACKGROUND:

This request is to approve a new Lease Agreement with Nevada Health & Bioscience Asset Corp. for approximately 19,600 sq. ft. of a two-story building to house a medical and blood services center. This lease will allow UMC to expand its laboratory services and free up space in the hospital's main facility for other services.

The Lease Term is effective for ten (10) years as of the Lease Commencement Date, with the option to renew for two (2)-ten (10) year periods.

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

Cleared for Agenda
March 18, 2026

Agenda Item #

12



LABORATORY SERVICES



UMC currently operates an 11,000-square-foot state-of-the-art lab on the 3rd floor of the main hospital, which is nationally recognized for excellence in patient care and innovation, **performing over 5.6 million tests annually.**

CURRENT

- **Core Clinical Laboratory Services:** Blood Count, Chemistry, Urinalysis, and Immunology
- **Microbiology & Infectious Disease Testing:** Bacteria and Virus Testing
- **Transfusion Medicine (Blood Bank)**
- **Molecular Diagnostics:** Detection of Viruses and Bacteria

UMC spends \$7 million each year to outsource lab tests not performed in our current lab

EXPAND

- Molecular Diagnostics
- Microbiology
- Parasitology & Mycology

NEW

- Confirmatory Drug Testing (UMC)
- Histocompatibility Laboratory:
Transplant Testing (UMC)
- Blood Donor Center & Blood
Processing Center (Vitalant)

FUTURE

- New Stem Cell Processing Laboratory
- Genomics

The new UMC Lab will enhance local lab services for the community, increase hospital revenue, lower costs, accelerate results for physicians, and improve clinical care for our patients

- **Academic Lab:** UMC aims to be a leading academic health center, and with NHBC, the new lab will offer advanced testing and serve as an educational resource for our academic partners
- **Advanced Testing:** Eliminate the reliance on out-of-state testing, improve turnaround times, support faster clinical decisions, and improve provider efficiency. UMC would generate \$1M per year in new revenue doing these tests
- **Transplant Testing:** Would save \$500K annually in tests currently outsourced and enhance patient care by providing quicker results
- **Blood Donor Center (Vitalant):** Enhance the blood supply in Clark County
 - UMC, as a Level 1 Trauma Center, can improve the quality of care for patients needing blood transfusions

BENEFITS

- **Capacity:** Increased lab services to meet the growing needs of Clark County and UMC's patient population
- **Local:** Testing performed within the Medical District, reducing reliance on out-of-state facilities
- **Clinical:** Physicians gain faster access to lab results, enabling more timely and precise treatment decisions
- **Expenses:** UMC spends \$7M annually for transplant testing. Reduced costs when testing were brought in-house
- **Space:** Free up space at UMC, which can be utilized for inpatient care, including Burn and Operating Room services. Would provide additional clinical care and generate \$500K annually

- The UMC vacated space will add clinical care areas to support Burn Services and the Operating Room and serve as a Procedural Room
- This space will serve to decompress the existing UMC Operating Room and support the existing Burn Care service for our patients
- New Procedural Room will generate \$500K in revenue annually. Estimated cost of renovation for this space is \$250K
- UMC is expected to be able to use this space by June 2027 once the existing Lab services are migrated to the new location

The new lab will be in a two-story facility with approximately 20,000 sq ft, located next to the UNLV School of Medicine. This state-of-the-art space is designed to optimize workflow efficiency, enhance safety and compliance, and improve research capabilities by adhering to the latest laboratory standards





COSTS

Lease Term

10 years (w/ two 10-year renewal options)

Lease Price

\$ 788K annually Year 1
(escalating to \$1M in Year 10)

- 20,000 square feet of lab space on 2 floors with employee and patient parking on-site
- **4 new full-time employees** within first year with an anticipated cost of \$600K/year and relocation of 22 full-time and 4 per-diem FTEs
- Blood Donor Center leased separately to Vitalant

TIMELINE



	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue					
New Revenue	\$ 1,487,172	\$ 1,531,787	\$ 1,577,741	\$ 1,625,073	\$ 1,673,825
HLA Savings	\$ -	\$ 500,000	\$ 515,000	\$ 530,450	\$ 546,364
Procedural Room Revenue	\$ 500,000	\$ 515,000	\$ 530,450	\$ 546,364	\$ 562,754
Total Operating Revenue	\$ 1,987,172	\$ 2,546,787	\$ 2,623,191	\$ 2,701,886	\$ 2,782,943
Expenses					
Salary	\$ 350,000	\$ 371,000	\$ 393,260	\$ 416,856	\$ 441,867
Benefits	\$ 241,500	\$ 255,990	\$ 271,349	\$ 287,630	\$ 304,888
Rent	\$ 788,276	\$ 811,924	\$ 836,282	\$ 861,370	\$ 887,211
In House Testing Expenses	\$ 450,240	\$ 463,747	\$ 477,660	\$ 491,989	\$ 506,749
Total Operating Expenses	\$ 1,830,016	\$ 1,902,661	\$ 1,978,551	\$ 2,057,845	\$ 2,140,715
Net Income From Ops	\$ 157,156	\$ 644,126	\$ 644,640	\$ 644,041	\$ 642,228
Capital Cost (New Lab Equipment)	\$ 2,000,000				
Add Back Depreciation	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Tot Inc from Ops plus Depr (EBITDA)	\$ 257,156	\$ 744,126	\$ 744,640	\$ 744,041	\$ 742,228
Operating Margin	12.94%	29.22%	28.39%	27.54%	26.67%

- Become an academic lab supporting medical residencies and teaching mission
- Significantly increase new lab services offered in the Medical District.
- Reduce reliance on out-of-state labs for tests needed by Nevadans
- Reduce the cost of outsourcing lab tests, increase revenue, and allow for reinvestment back into hospital clinical services
- Improve clinical outcomes by reducing turnaround time for physicians in the diagnosis and treatment of patients
- Improve clinical care at UMC by filling the current lab space with additional services

LEASE AGREEMENT

BY AND BETWEEN

**NEVADA HEALTH & BIOSCIENCE ASSET CORP.
("LANDLORD")**

AND

**UNIVERSITY MEDICAL CENTER
("TENANT")**

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the _____ day of _____, 2026, by and between Nevada Health and Bioscience Asset Corporation, a Nevada non-profit corporation (“Landlord”), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 (“Tenant”).

WHEREAS, Landlord is going to construct certain improvements including a two-story building (called the NHBC Academic Lab or the “Building”) that will house a medical lab (as more fully set forth below, the “Lab”) and a blood services center (“Blood Services Center”), both built to industry standards (which include The Facility Guidelines Institute (FGI) for Design and Construction of Hospitals, 2022 Edition) commensurate with similar or comparable facilities in the United States, pursuant to the plans and specifications incorporated herein;

WHEREAS, the Building is to be constructed on an approximately 9 acre parcel on which the Kirk Kerkorian UNLV School of Medicine (the “KKSOM”) is also located, which parcel is to be subdivided such that the KKSOM will be located on its own parcel (the “MEB Parcel”) and the Building be located entirely upon a its own parcel (the “Building Parcel”), all of which is depicted on the plan attached hereto or made a part hereof as Exhibit “A” (“Site Plan”);

WHEREAS, Landlord desires to lease the Lab to Tenant, as more fully set forth herein (the “Premises”) for the purposes of operating UMC laboratory services as more specially set forth herein, and Tenant desires to take and lease such from Landlord, the Premises, upon the terms and conditions set forth herein.

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

1 - BASIC LEASE TERMS

1.1 Basic Lease Provisions and Enumeration of Exhibits:

a. **Date** _____, 2026.

b. **Landlord**

Nevada Health and Bioscience Asset Corporation (“NHBC”)

c. **Notice Address of Landlord**

1930 Village Center Circle #3-805
Las Vegas, NV 89134
Attn: Kim Case-Nichols, Chief Operating Officer

With Copy To: Fabian VanCott
2275 Corporate Circle, Suite 220
Henderson, NV 89074
Attn: James C. Waddoups, Matthew L. Anderson

d. Tenant (including form of entity)

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

e. Notice Address of Tenant

UMC
1800 W. Charleston Blvd
Las Vegas, NV 89102
Attn: General Counsel

f. Tenant’s Trade Name

University Medical Center; UMC;

g. Leased Premises

The Lab, (approximately [19,600] square feet of the Building, including a portion of the first floor and all of the second floor), with a physical address of _____.

h. Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Rent Commencement Date, with two (2) option periods of ten (10) years (each a “Renewal Term”).

i. Lease Commencement Date

The earlier of the date a temporary or permanent certificate of occupancy (a “Certificate of Occupancy”) is issued, or the Tenant takes possession of the Premises pursuant to Landlord’s notice, as set forth below.

j. Monthly Rent Commencement Date.

Same as the Lease Commencement Date.

k. Landlord Work Cost.

Landlord shall be solely responsible for cost of Landlord’s Work (defined in Section 3.2.a below) from State of Nevada allocated ARPA funds and City of Las Vegas allocated General Funds and will be constructed pursuant to the plans and specifications as set forth in Exhibit “B”. Landlord’s Work shall not exceed in value the total amount combined of the State of Nevada allocated ARPA funds and City of Las Vegas allocated General Funds for this Project, unless otherwise determined in the Landlord’s sole discretion provided however, Tenant shall not be responsible for contributing any funds for Landlord’s Work, and in the event Landlord’s Work cannot be completed due to lack of funds, this Lease will be null and void.

l. Monthly Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the “Monthly Rent”) during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Rent payment schedule for the initial ten (10) years is as follows:

MONTH	RENT SQ/FT	MONTHLY RENT	ANNUAL RENT
1-12	~\$22	\$ 36,439.67	\$ 437,276.04

13-24	(3% annual increase)	\$	37,532.86	\$	450,394.32
25-36	(3% annual increase)	\$	38,658.85	\$	463,906.15
37-48	(3% annual increase)	\$	39,818.61	\$	477,823.34
49-60	(3% annual increase)	\$	41,013.17	\$	492,158.04
61-72	(3% annual increase)	\$	42,243.56	\$	506,922.78
73-84	(3% annual increase)	\$	43,510.87	\$	522,130.46
85-96	(3% annual increase)	\$	44,816.20	\$	537,794.37
97-108	(3% annual increase)	\$	46,160.68	\$	553,928.20
109-120	(3% annual increase)	\$	47,545.50	\$	570,546.05

* Monthly Rent funds a capital reserve fund for deferred maintenance items, increased annually per the rent annual increase rate (the “Capital Reserve Fund”). Landlord, as a non-profit organization, shall manage and use this capital reserve to the direct benefit of the Building and related programs, for capital renewal and replacement maintenance work scope upon major/primary components or assemblies of the structure reaching end of serviceable life and needing replacement to perform the original purpose of the major/primary components or assemblies of the structure. Landlord shall have full authority over all Capital Reserve Funds. However, if requested in writing by Tenant and approved by Landlord, Landlord may allocate Capital Reserve Funds to Tenant, solely and expressly for the Tenant to deliver capital renewal and replacement maintenance work scope upon major/primary components or assemblies of the structure reaching end of serviceable life and needing replacement to perform the original purpose of the major/primary components or assemblies of the structure on Landlord’s behalf. It being acknowledged that Landlord is a tax exempt, non-profit organization created in support of KKSOM and the Nevada System of Higher Education to expand academic medical programs and healthcare infrastructure, capacity, and access in Southern Nevada. Landlord’s intent with this Lease is to deliver the Premises for lease by Tenant for use as an extension of Tenant’s existing lab with new and expanded lab services. Landlord intends to separately lease to a third party, independent of Tenant, a portion of the Building for a Blood Services Center. Both Tenant’s expanded lab services and the Blood Services Center are part of an effort to expand healthcare infrastructure in Southern Nevada. As such, Landlord’s Work shall not exceed in value the amount of the State of Nevada allocated ARPA funds combined with City of Las Vegas allocated General Funds for this Project, unless otherwise determined in Landlord’s sole discretion. Landlord’s collection of rent is intended to fund the ongoing ownership, carrying costs, and the Capital Reserve Fund, as detailed on Exhibit “C”.

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

m. Renewal Term Rents

Landlord and Tenant agree that the Monthly Rent for each Lease Year, including any Renewal Term, shall be set at 103% of the Monthly Rent for the immediately preceding Lease Year. This escalation shall apply consistently throughout the duration of the Lease Term and any exercised Renewal Terms.

n. Permitted Uses

Tenant shall use the Premises primarily as an extension of Tenant’s existing lab, as more fully set forth in the attached Exhibit “D” (the “Permitted Uses”). Tenant and Landlord acknowledge and agree that a certain portion of the Building will be subdivided for purposes of the Nevada-based Blood Services Center that will be operated by a third-party independent of Tenant (the “Blood Services Center

Tenant”) pursuant to a direct lease with Landlord. A Nevada-based Blood Services Center means an operator, entity or sub-entity with branding closely affiliated with an organization serving the citizens of the State of Nevada, to enhance/increase blood donation rates by Nevada citizens, and where blood donated by Nevada citizens or within the State of Nevada, as is practical, feasible and does not unreasonably risk expiration of collected or banked blood supply, is stored and used in the State of Nevada. Tenant shall cooperate in good faith and work with the Blood Services Center Tenant to ensure that Tenant does not interfere with the operations in a way that hinders the purposes stated in this subsection.

o. Exclusive Use

Except with respect to the Blood Services Center, Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Lab to any other tenant or other occupant that provides, promotes, sells or displays health care, medical care, chiropractor care, physical therapy, or home health care without Tenant’s reasonable consent.

p. Security Deposit

\$36,439.67 (one month’s Rent from last year of the initial term).

q. Guarantor

None.

r. Address of Guarantor

N/A.

s. Tenant’s Broker

None.

t. Landlord’s Broker

None.

u. Tenant’s Minimum Operating Hours

As determined by Tenant.

v. Signage

Tenant may place a building sign at Tenant’s sole expense, in coordination with any Landlord building signage as it may be provided as a part of Landlord’s Work *provided* any such Tenant signage must be consistent with the description and drawings contained in Exhibit “E” or subject to Landlord’s prior written consent, which shall not be unreasonably delayed, conditioned or denied.

w. Tenant’s Budgetary Limits and Fiscal Fund Out

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions, and shall limit Tenant’s financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant’s financial obligations under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the “Fund Out Clause”).

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant’s payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes

that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due.

x. Parking

Tenant shall be entitled to primary use of [forty-seven (47)] allocated parking stalls adjacent to the Lab ("Tenant Allocated Parking") and other non-exclusive short term parking, all located on the Building Parcel. Landlord will clearly designate and mark Tenant Allocated Parking as construction of the Building progresses and/or is completed. The Building shall include at least the minimum number of accessible and/or disabled parking spaces and associated improvements (i.e. curb cut(s), ramp(s), access aisle(s), as required by entitlement, building or other codes of the Authority Having Jurisdiction ("AHJ"), for the use of persons with disability placards or license plates near the main entrance.

1.2 Significance of Basic Lease Provisions:

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

1.3 Enumeration of Exhibits:

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

Exhibit A	Site Plan for the Building
Exhibit B	Description of Landlord's Work
Exhibit C	Capital Reserve Fund Expenditures
Exhibit D	Permitted Uses and Program Requirements
Exhibit E	Tenant's Proposed Signage
Exhibit F	Demising Plan of Premises (which shall establish the floor area contained therein, sometimes herein referred to as "Floor Area.")
Exhibit G	Tenant's Minimum Standards
Exhibit H	Tenant's Obligations and Landlord's Obligations
Exhibit I	Tenant Estoppel Letter
Exhibit J	Equipment that Landlord May Provide

2 - PREMISES

2.1 Site Plan:

The Building and the Premises are depicted on the Site Plan attached hereto as "Exhibit A."

2.2 Premises and Demise:

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted by cross hatching or marking on the Site Plan. The Premises are also depicted in the demising plan of Premises attached hereto and made a part hereof as Exhibit "F." The Premises shall include all building, facility, site and other improvements for the project and the Building Parcel.

3 - TERM-LANDLORD AND TENANT'S WORK

Lease Term:

3.1 Lease Commencement Date and Monthly Rent Commencement Date.

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Rent Commencement Date shall commence upon the Lease Commencement Date. The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term.

3.2 Renewal Option(s)

So long as Tenant is not in default of this Lease (including any of the Permitted Uses set forth on Exhibit "D") at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right, solely with mutual agreement of the Landlord, to extend the Lease Term for up to two Renewal Terms of ten (10) years each (each a "Renewal Term"). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall (i) have duly exercised all previous Renewal Terms; (ii) be in compliance with the Permitted Uses and Tenant Criteria (set forth on Exhibit "D"); and (iii) be in compliance with Tenant's maintenance obligations set forth in Section 9.1. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing no sooner than twelve (12) months nor later than six (6) months prior to the expiration of the Lease Term or any prior Renewal Term, as applicable, and any and all Renewal Terms shall be conditioned on mutual agreement by the Tenant and the Landlord.

Landlord's and Tenant's Work:

3.3 Landlord's Work

Landlord shall deliver to Tenant possession of the Premises upon: (i) receiving a temporary or permanent Certificate of Occupancy by the AHJ for the construction and occupancy of the Premises; and (ii) the Nevada Department of Health Care Quality and Compliance approving the Premises' conformance with the 2022 FGI. Landlord has commenced and, at its sole cost and expense, shall pursue to completion the Lab and improvements to be erected by Landlord to the extent shown on the construction drawings as depicted on the attached Exhibit "B." In no instance shall Landlord's Work exceed in value the total amount combined of the State of Nevada allocated ARPA funds and City of Las Vegas allocated General Funds for this Project, unless otherwise determined in the Landlord's sole discretion and determination. Landlord's proposed timeline for completion of Landlord's Work is that substantial completion will be achieved and a Certificate of Occupancy for the Premises will be issued on or before February 1, 2027. The term substantial completion of Landlord's Work is hereby defined to mean that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit "B" hereof, with the exception of (a) reasonable "punch-list" items which Landlord shall correct within thirty (30) days after substantial completion, and (b) such work as Landlord cannot complete until Tenant performs necessary portions of Tenant's Work. Landlord will complete Landlord's Work in a workmanlike manner using the degree of skill, efficiency and knowledge that is possessed by those of ordinary skill, competency and standing, and Landlord represents and warrants that Landlord's Work shall be completed in substantial accordance with The Facility

Guidelines Institute (FGI) for Design and Construction of Hospitals 2022 Edition standards and delivered with respect to the plans reflected in Exhibit “B.” Landlord shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all applicable governmental statutes, ordinances, rules and regulations pertaining thereto, including without limitation, prevailing wage requirements as applicable and as set forth in NRS Chapter 338, specifically NRS 338.013 to NRS 339.090, inclusive, NRS 353.640 and NRS 354.755; compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder (“ADA”); and similar laws (collectively, “Laws”). To the extent sought by Tenant, Tenant shall seek any records, documents or other information regarding compliance with NRS 338.013 to NRS 339.090, inclusive, through the State of Nevada Labor Commissioner’s office. Landlord has the right, after providing notice to Tenant, to modify the scope and specifications of Landlord’s Work provided the resulting product has been confirmed to comply with Tenant’s minimum standards as to what is reasonably necessary to either conduct discrete and additional Tenant Funded tenant improvements after completion of Landlord’s Work to meet Tenant’s minimum standards, or to move-in, furnish, equip and operate Tenant’s lab as set forth in Exhibit “G” (“Tenant’s Minimum Standards”) upon completion of Landlord’s Work. Landlord has the right to select the all vendors, suppliers, consultants, architects, engineers, general contractor and other vendors for Landlord’s Work, provided such vendors have reasonable or sufficient experience with projects subject to the project type and the same is in compliance with applicable requirements under NRS 338, including but not limited to prevailing wage requirements, as applicable and as more specifically set forth herein.

3.4 Tenant’s Work

Tenant shall commence the installation of fixtures, equipment, tenant improvements and any other Tenant’s Work promptly upon issuance of a Certificate of Occupancy by the AHJ(s) for the Landlord’s Work, and Tenant shall diligently pursue such installation and work to completion, unless otherwise agreed to in writing by the Landlord. Tenant acknowledges that Tenant will be required to fund and engage in some level of tenant improvement for the Premises, as well as providing furniture and equipment for the Premises, for Tenant’s Work. All of Tenant’s Work shall be at Tenant’s sole cost and expense and shall be pursuant to plans and specifications approved by Landlord in writing, prior to execution of this Lease. Any material deviations from the approved plans, must be approved by Landlord, in writing, which approval shall not be unreasonably withheld. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant’s Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be determined by Tenant. Tenant and its vendors shall keep the Premises, in its entirety, in an organized and workmanlike condition during all activities and timelines associated with Tenant’s Work. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises and surrounding area, and all such areas shall be in broom clean condition and shall be returned to the condition it was in prior to commencement of Tenant’s Work. All Tenant’s Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant’s Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder (“ADA”), and similar laws. Notwithstanding Landlord’s review or approval, Tenant and not Landlord shall be responsible for ensuring Tenant’s Work complies with such plans and specifications as well as all applicable laws.

4 - RENT

Tenant is responsible for all costs, expenses, insurance, taxes, fees, maintenance (including preventative and routine maintenance), management, upkeep, servicing, repairs, replacements, refinishing, etc. associated with the use, occupancy, operations, and upkeep of the Premises and

Landlord is responsible for the Building Parcel, the exterior of the Building, and Common Areas (as defined herein) to the extent specifically set forth otherwise herein as “Landlord Obligations”.

4.1 Monthly Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction unless allowable pursuant to this Lease, a fixed Monthly Rent as set forth in Section 1.1(I) (“Monthly Rent”). Monthly Rent shall be paid monthly in advance on or before the first day of each calendar month of the Lease Term commencing with the Monthly Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Rent for any partial month occurring after the Monthly Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month.

4.2 Application of Rent

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

4.3 Tenant Responsibility for Operating Expenses:

With respect to the Premises, Tenant shall be directly responsible for all aspects of operations, utilities (which will be allocated per usage and monitored between tenants), security, maintenance, additional tenant improvements, cleaning, repair, furnishings, fixtures, equipment, etc. at its sole expense and Landlord shall have no responsibility, liability, or cost therefor. With respect to the Building Parcel other than the Premises, Tenant shall be responsible to pay for its pro rata share of all maintenance, repair, and replacement costs to the Landlord, through a monthly O&M Charge as set forth below. Utilities shall be monitored by Landlord through a utility monitoring and building performance management system implemented by Landlord to record and allocate usage between tenants. Tenant’s utility charges shall be based on measured consumption,

4.4 Landlord Responsibility for Operations, Maintenance, and Common Areas and Tenant Responsibility for O&M Charges.

In the Building and on the Building Parcel there will be operations and maintenance costs as well as common areas (collectively, “O&M”); for which Landlord is responsible to maintain, repair, or replace in its reasonable discretion, which includes insurance, landscaping, parking, striping, roadway maintenance, fire suppression systems, utilities, security, lighting, Landlord’s insurance, stormwater management, sweeping, operations, repair and maintenance expenses for areas, spaces and improvements within the entirety Premises that are not solely assigned to a single Tenant (i.e. common restrooms, loading dock/intake areas, etc.) and trash removal. Tenant is responsible for its own pro rata share of O&M costs, to be reasonably determined by Landlord (“O&M Charges”), which are to be paid as Additional Rent (as defined below) with the Monthly Rent. O&M Charges shall be determined on an annual basis in advance of the year and paid on a monthly basis. It is estimated that the O&M Charges for the first year will be approximately \$450,000.00, with Tenant’s pro-rata share being [approximately 78%] of that amount, or [\$351,000.00], but shall in no event exceed \$400,000 for the first year (the “O&M Cap”). The O&M Cap will increase each year based on the Consumer Price Index (CPI) change from the previous year, with an annual maximum increase of six percent (6%). If the CPI increase

exceeds three percent (3%), Landlord will notify Tenant in writing, detailing the CPI change and calculation of the increase. In such cases, Tenant will seek the necessary funding appropriations prior to the commencement of the next fiscal year to accommodate the increase. If the necessary funding appropriations are not obtained, the maximum allowed CPI increase will be in effect until the deficit is covered and Landlord is reimbursed for Tenant's pro-rata share of the actually incurred O&M Charges. Notwithstanding the O&M Cap, O&M Charges may be amortized over the item's useful life or other appropriate period to accommodate larger expenses. At the end of each calendar year, Landlord shall reconcile the estimated O&M Charges paid by Tenant against the actual O&M Charges incurred. Landlord shall provide Tenant with a written statement detailing such reconciliation. In the event of an overpayment, Landlord shall refund the excess amount to Tenant within thirty (30) days after delivery of the reconciliation statement. In the event of an underpayment, Tenant shall pay the deficiency within thirty (30) days after receipt of written notice thereof. Tenant shall have the right, at its sole cost and expense, to audit the O&M Charges and reconciliation no more than once per calendar year, upon reasonable advance notice to Landlord.

4.5 Additional Rent. In addition to the Monthly Rent payments, Tenant shall be responsible to pay "Additional Rent", which shall include O&M Charges as set forth above and utilities charges as set forth below. Additional Rent shall be treated as rent, such that the failure to timely pay shall be an event of default as set forth below.

5 - USE

5.1 Permitted Uses:

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth above and as more fully set forth in the attached Exhibit "D", without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment if such request does not meet the standards and purposes set forth in Section 1.1(n).

5.2 Compliance with Laws:

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

6 - UTILITIES

6.1 Tenant's Obligation:

Tenant shall pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its licensees, sublessees, or concessionaires from the Lease Commencement Date and throughout the Lease Term. Utilities will be allocated per usage and monitored between tenants. Landlord will invoice Tenant on a monthly basis and Tenant will be required to submit the same with the Monthly Rent as set forth above. If, during the Lease Term, Landlord or Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then Tenant shall promptly

pay all of the costs and expenses of such compliance incurred (including the cost of new equipment and alteration of the Premises to accommodate the same).

In addition, Tenant shall be solely responsible for all communication services, including but not limited to telephone, data, cable, and internet services, together with any related installation, activation, equipment, or service fees. Communication services are not considered Utilities under this Lease and shall be contracted and paid for directly by Tenant.

6.2 Landlord's Warranties and Representations:

Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, and sewer services will be connected to the Premises and accessible by Tenant. Landlord shall be responsible for repair or remediation of any problem with such connectivity (to the extent not caused by Tenant's acts or omissions, or within Tenant's scope of responsibility within the leased area) but will not be responsible for any consequential damages or any curtailment or interruption in utility services to the Building.

7 - LICENSES AND TAXES

7.1 Tenant's Obligation:

To extent applicable, Tenant shall be liable for, and shall pay throughout the Lease Term, all fees and taxes covering or arising from Tenant's business conducted on or occupation of the Premises, if any. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

8 - ALTERATIONS

8.1 Alterations by Tenant:

Tenant shall not make any alterations, additions or improvements in or to the Premises including but not limited to any penetration of the roof, roof membrane or exterior enclosure of the buildings or structures within the Premises, without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate. For purposes of this Lease, "alterations" shall mean any changes, modifications, or physical adjustments made by Tenant to the Premises, whether structural or non-structural, including but not limited to reconfiguring interior spaces, installing or removing walls, doors, or windows, modifying utility systems (e.g., electrical, plumbing, HVAC), and any work that impacts the roof, roof membrane, exterior façade, or building systems. As used in this Lease, "improvements" shall mean any additions, enhancements, or upgrades made by Tenant to modify and/or improve the functionality, value, or aesthetics of the Premises, whether temporary or permanent in nature. This includes, but is not limited to, the installation of specialized equipment, built-in furniture, signage, security systems, or other fixtures. It also encompasses any tenant-specific buildouts, fit-ups, or additions performed as part of Tenant's occupancy or operations.

8.2 Required Alterations:

In the event that either Landlord or Tenant, during the term hereby demised, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Tenant's sole cost and expense. Prior to commencing any such required work, the party undertaking the work shall provide the other party with 30-day written notice.

9 - MAINTENANCE OF PREMISES

9.1 Maintenance and Repair by Tenant:

Tenant shall be responsible for general maintenance and upkeep of the Premises, which shall include but not be limited to routine custodial services, security, telecom, internet, interior lighting (including replacement of bulbs and ballasts), touch up and re-painting, and repair or replacement of ceiling tiles, interior finishes, wall coverings, plumbing fixtures, leaks, maintain power load requirements, and other cosmetic items reasonably necessary to maintain the Premises in good order and appearance, as more fully set forth in Exhibit "H" (collectively, "Tenant Obligations") and shall be paid for at Tenant's sole expense.

Tenant shall at its sole cost and expense maintain the interior of the Premises in a clean, safe, and sanitary condition consistent with APPA Level 2 Operational Guidelines and in compliance with Exhibit "G" attached hereto and promptly make any repairs to Tenant's furniture, fixtures, and equipment as needed; and avoid misuse or damage to building systems or equipment.

Tenant's financial obligations with respect to the Building Parcel, other than the Premises, shall be paid for by Rent and the O&M Charges. Except for the Premises and as otherwise provided below, Landlord shall be responsible for the operation, maintenance, and repair of the Building and all building systems, including but not limited to landscape, parking lot, structural elements, exterior walls, roof, foundations, common areas, fire and life safety systems, elevators, generators, HVAC, water treatment, utilities infrastructure, and all other base building components serving the Premises or the Building as a whole ("Landlord Obligations"). Landlord's Obligations shall also include preventive maintenance, deferred maintenance, compliance inspections, testing, and service of HVAC, water treatment, fire protection, elevator, generator, access control, and other base-building systems shall be performed by or on behalf of the Landlord. All Landlord costs associated with the Landlord Obligations shall be part of the O&M Charges that are billed to the Tenant, for payment to the Landlord.

Tenant shall cooperate with Landlord's maintenance personnel and provide reasonable access to the Premises as necessary, and upon forty-eight (48) hour advance notice to Tenant, for Landlord to perform work including planned preventative maintenance and inspections. Landlord and its authorized personnel may enter the Premises at any time without prior notice if in response to a Tenant request for maintenance or work in the Premises or in the event of an emergency where immediate access is required to protect life, safety, property, building systems, or to prevent imminent damage. Landlord shall make reasonable efforts to notify Tenant as soon as practicable under the circumstances.

The parties shall conduct a joint walkthrough inspection of the Premises at least once annually to review overall building condition and coordinate maintenance responsibilities.

Tenant's Maintenance Representative and contact information is:
Monty Bowen

monty.bowen@umcsn.com
(702) 383-2301

Landlord's Maintenance Representative and contact information is:

Kim Case-Nichols
1930 Village Center Circle
Las Vegas, NV 89134
(702) 329-0423
kcase@nhbac.org

9.2 Failure to Maintain:

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

9.3 Landlord Obligations:

Landlord's obligations with respect to the Lab, Building Parcel, the Premises, and any portion thereof shall be limited to those items set forth in Exhibit "H" (collectively, "Landlord Obligations") and shall be paid for only by the establishment, maintenance, use, and implementation of the Capital Reserve Fund. The Capital Reserve Fund is funded entirely by Tenant's Rent paid pursuant to this Lease. The Rent required pursuant to this Lease is the sole source of funding for the Capital Reserve Fund and its administration. The Capital Reserve Fund is intended to cover all of Landlord Obligations for the foreseeable life of the Building, amortized over a thirty-year period. Landlord will be responsible to keep, manage, account for, and use such funds as it deems reasonably prudent, in consultation with Tenant for the duration of Tenant's occupancy of the Premises and will not otherwise be obligated to fund, finance, maintain, service, repair or replace any part of the Building, the Premises, Tenant's operations, the Blood Services Center, or any part or portion thereof. Any balance remaining in the Capital Reserve Fund after Tenant vacates the Premises, remains with the Landlord and is dedicated for future capital repairs, replacement and management thereof.

At Landlord's discretion, reserve funds may also be used to remediate catastrophic equipment failures unrelated to general or preventive maintenance, thereby protecting the Building's long-term operations and preventing unanticipated financial burden on the parties. This proactive approach protects the Building's long-term value, supports uninterrupted tenant operations, and mitigates the higher costs associated with deferred repairs or unplanned capital expenditures.

The capital reserve contributions collected under this Lease as Monthly Rent shall be applied to the total cost of ownership of the facility to ensure ongoing stewardship of the asset. Funds will be dedicated to preventing a backlog of deferred maintenance, providing for major system renewals and replacements at the end of their service life, and addressing premature failures when they occur. In addition, capital reserve funds shall be used to reimburse Landlord for reasonable unreimbursed O&M Charges, administrative overhead costs directly associated with management of the Property, including administrative functions necessary to oversee capital planning, as well as design, engineering, and technical assessments required to evaluate, plan, modify, or implement capital improvements, and perform a "Facility Condition Assessment" at least every three (3) years, facilitated by the Landlord, to evaluate the condition of building systems, identify emerging deficiencies, and update renewal and replacement planning. The Facility Condition Assessment cycle shall be coordinated, where practicable, with "Det Norske Veritas (DNV) environment

of care/life safety standard” inspections and other applicable healthcare compliance reviews by the Tenant’s facilities team to ensure alignment with regulatory requirements.

At the end of each calendar year, Landlord shall account for Capital Reserve Fund payments and charges and provide Tenant with a written statement of such accounting upon Tenant’s written request.

For the avoidance of doubt, Tenant is therefore responsible to plan, budget, obtain sufficient appropriations, and pay for, contract for, oversee, and ensure proper maintenance and operation of the entire Premises, including furniture, fixtures, and equipment and shall be specifically obligated to maintain, service, and repair all systems, facilities even those for which Landlord is responsible at the end of its useful life.

10 - LIENS AND ENCUMBRANCES

10.1 Liens:

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

10.2 Encumbrances:

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

11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

11.1 Assignment, Mortgaging, or Sublease:

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. Neither Tenant, nor Tenant’s legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. Even if this Lease is assigned upon the consent of Landlord, all of Tenant’s obligations, duties, and liabilities under the terms of this Lease remain unchanged and are the obligation of the Tenant and other Sub-Tenant(s) or Assignees. Tenant acknowledges that Landlord’s development of the Premises is primarily for Tenant to expand health infrastructure in Southern Nevada, and not for financial profit or arbitrage purposes associated with any assignment, mortgaging, or subleasing of the Premises.

Tenant shall comply with the rules and regulations that Landlord may from time to time reasonably promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days’ notice of any changes to the rules and regulations. Landlord shall apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant’s planned operations in the Premises.

12 - INSURANCE AND INDEMNITY

12.1 Indemnification:

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord. To the extent not expressly prohibited by Nevada law, Tenant, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Landlord, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Tenant or the employees or agents of Landlord.

12.2 Tenant's Insurance:

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant.

12.3 Landlord's Insurance: Landlord will maintain All Risk Property Insurance and Commercial General Liability Insurance for the Building as part of the Common Area Maintenance and O&M Charges.

13 - EMINENT DOMAIN

13.1 Total Taking:

If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Monthly Rent, and other rentals and charges due hereunder shall be paid to that date and the entirety of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

13.2 Partial Taking:

If more than fifteen percent (15%) of the floor area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or other or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Monthly Rent, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises are taken by eminent domain and this Lease is not terminated, Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the

Premises taken, the Monthly Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. Should Tenant exercise its right to terminate the Lease under this Section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

13.3 Damages:

Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages and provided that any award to Tenant will not result in a diminution of any award to Landlord.

14 - DEFAULT BY TENANT

14.1 Default by Tenant:

a. Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after thirty (30) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or deserted for 20 consecutive business days, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or (5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease.

b. Landlord Rights

In the event of any material default by Tenant hereunder, Landlord shall have those rights expressly enumerated in this Lease. In the event of any default by Tenant hereunder, Landlord shall have the option to terminate this Lease by written notice to Tenant. Upon receipt of such written notice of termination, Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If Tenant fails to so quit and surrender the Premises as aforesaid, Landlord shall have the right, without notice, to re-enter the Premises either by force or otherwise and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove their effects and regain possession of the Premises (but Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

15 - DEFAULT BY LANDLORD

15.1 Default by Landlord:

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

16 - RECONSTRUCTION

16.1 Reconstruction-Insured Loss:

In the event the Premises are damaged by fire or other perils caused by the acts or omissions of Tenant, its employees, agents, contractors, licensees or invitees, Tenant agrees to forthwith repair or replace the same, and this Lease shall remain in full force and effect. In the event the Premises are damaged by fire or other perils covered by Landlord's insurance and not caused by the Tenant, its employees agents, contractors, licensees or invitees, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect. Notwithstanding the preceding, Tenant shall not be required to continue paying Monthly Rent to the extent it is unable to occupy the Premises (and such damages were not caused by Tenant, its employees, agents, contractors, licensees, or invitees) and the same shall be abated until such time as the Premises can be restored for business occupancy and operations.

16.2 Uninsured Loss:

In the event the Premises are damaged as a result of any cause other than the perils covered by Landlord's insurance and not caused by Tenant, its employees, agents, contractors, licensees, or invitees, Tenant may terminate this Lease upon thirty (30) days written notice and Tenant shall only be responsible for the rent due for one (1) subsequent month reduced by a proportionate reduction. Should Tenant choose not to terminate Lease, then Landlord shall (except where the damage or destruction is caused by the negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost and Tenant chooses not to terminate Lease, Landlord shall then have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Monthly Base Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of Landlord giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Monthly Rent, reduced by a proportionate reduction, based upon the extent if any, to which such damage substantially interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the event Landlord shall determine to repair or restore the Premises, Tenant shall at its sole cost and expense, repair and restore any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the uninsured cause.

16.3 Partial Destruction:

If fifty percent (50%) or more of the Premises is damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord or Tenant may terminate this Lease and the tenancy hereby created by giving the other party not less than thirty (30) days' prior written notice of such election; provided, however, that such notice shall be given, if at all, within the sixty (60) days following the date of occurrence of said damage or destruction. Monthly Rent shall be prorated as of the date of such termination.

17 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

17.1 Subordination - Notice to Mortgagee:

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the portion of the Premises or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be self-operating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Monthly Rent shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

17.2 Tenant's Certificate:

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as Exhibit "I," or on a form as otherwise required by Landlord or its lender.

17.3 Mortgagee Protection Clause:

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

18 - ACCESS BY LANDLORD

18.1 Right of Entry:

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance written notice to examine the same, and to show them to prospective purchasers or tenants of the Premises, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's Premises, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event patient care services are being rendered. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

19 - SURRENDER OR ABANDONMENT OF PREMISES

19.1 Surrender of Possession:

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination of this Lease.

19.2 Holding Over:

Any holding over by Tenant after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to 150% of the Monthly Rent due for the last month of the Lease Term.

20 - QUIET ENJOYMENT

20.1 Landlord's Covenant:

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord except as explicitly provided for herein.

21 - MISCELLANEOUS

21.1 Successors or Assigns:

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants,

sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

21.2 Tenant Defined:

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

21.3 Broker's Commission; Agency Disclosure:

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except as set forth in Section 1.1(s).

21.4 Partial Invalidity:

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.5 Recording:

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

21.6 Notices:

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

21.7 Marginal Headings:

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

21.8 Time:

Time is of the essence of this Lease.

21.9 Choice of Law/Venue:

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

21.10 Tenant and Tenant’s Employees Parking:

Landlord may from time to time establish designated parking areas. Subject to approval by Tenant, Tenant and Tenant’s agents and employees shall park only in those areas designated by Landlord or Landlord’s agents, as set forth in Section 1.1(x).

21.11 Hazardous Substances:

a. Presence and Use of Hazardous Substances.

Tenant shall not, without Landlord’s prior written consent, keep (or allow to be kept) on or around the Premises for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as “Hazardous Substances”), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance (“Legal Requirements”). “Hazardous Material” does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. Landlord warrants and represents that no “Hazardous Material” is currently present on the Premises. With respect to any such Hazardous Substance, Tenant shall:

- (1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;
- (2) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
- (3) Within five (5) days of Landlord’s request, submit written reports to Landlord regarding Tenant’s use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant’s compliance with the applicable government regulations;
- (4) Allow Landlord or Landlord’s agent, representative or consultant to come on the Premises at all times to check Tenant’s compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;
- (5) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and
- (6) Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

b. Survival

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

21.12 Covenants, Conditions and Restrictions:

Tenant’s rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the Building Parcel and/or the real property on which the Premises are located.

Without limiting the generality of the foregoing, Tenant acknowledges receipt of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (the "CC&R's") recorded against the Building Parcel in the Clark County Recorder's Office on _____ in Book _____, as Instrument No. _____.

21.13 Non-Discrimination Clause:

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

21.14 Voluntary Programs:

It is understood and agreed that from time to time Landlord may institute certain programs for the Lab that Landlord believes will be in the best interest of the Lab. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

21.15 Prior Agreements:

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND ANY AND ALL ORAL AND WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

21.16 Tenant Improvements/Equipment

In conjunction with Landlord's Work and inclusive in Tenant's monthly rent, Landlord has agreed to purchase and provide to Tenant certain equipment as set forth in Exhibit "J" (collectively, the "Equipment"). The Equipment shall be properly maintained, serviced, repaired, and replaced by Tenant, at Tenant's cost. Landlord shall retain title and all applicable warranties to the Equipment, which shall remain in the Premises beyond termination of this Lease, or unless the parties agree otherwise in writing. The parties agree to cooperate and act in good faith with respect to the Equipment, including Landlord assisting in warranty claims, if any.

21.17 Acceptance and Date of Lease:

a. Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. Landlord shall have no liability or obligation to Tenant by reason of Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

b. Date of Lease

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:

TENANT:

NEVADA HEALTH & BIOSCIENCE CORP.

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By: _____

By: _____
Mason Van Houweling, CEO

EXHIBIT "A"
SITE PLAN
(See Attached)

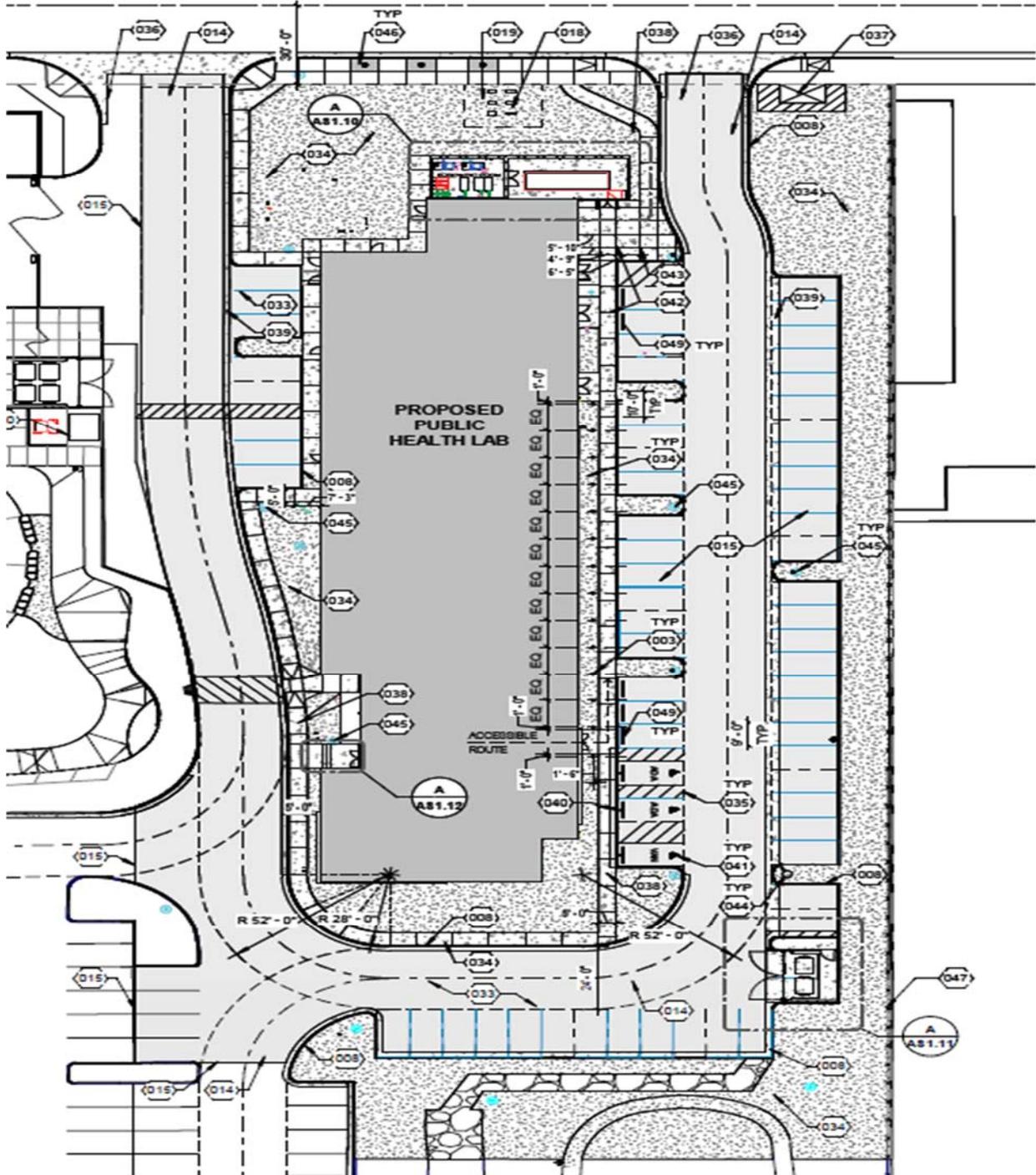


EXHIBIT "B"
LANDLORD'S WORK

- I. Construction Drawings
See Attached
- II. Description of Landlord's Work

GENERAL NOTES

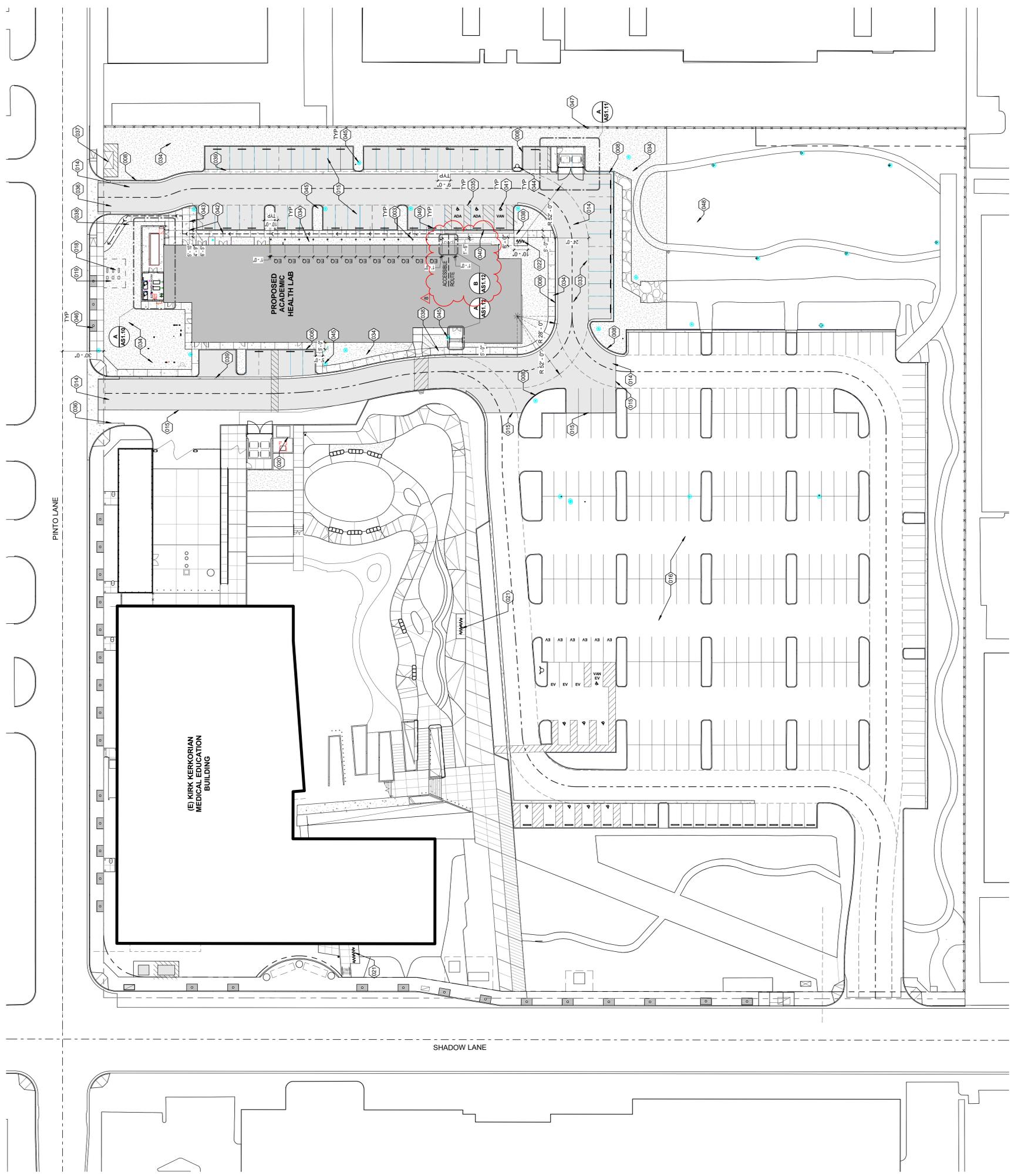
- A. SITE INFORMATION ON ARCHITECTURAL SITE PLAN IS COMPLEMENTARY TO ALL OTHER DISCIPLINES INCLUDING CIVIL PLANS. DUPLICATION OF INFORMATION IS NOT INTENDED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK SHOWN OR REQUIRED BY ARCHITECTURAL, CIVIL, AND ELECTRICAL DRAWINGS.
- B. REFER TO CIVIL DRAWINGS FOR ADDITIONAL DIMENSIONS AND INFORMATION. LAYOUT PAVING AND FINISHES SHALL BE SHOWN ON CIVIL DRAWINGS.
- C. REFER TO ELECTRICAL DRAWINGS FOR LOCATION OF ALL SITE LIGHTING AND ELECTRICAL REQUIREMENTS.
- D. LANDSCAPE DRAWINGS FOR ALL LANDSCAPING AND IRRIGATION REQUIREMENTS.
- E. ALL SIDEWALK DIMENSIONS ARE FROM FACE OF CURB.
- F. PROVIDE CONTROL JOINTS (CJ) SPACED APPROXIMATELY 5'-0" ON CENTER AND APPROXIMATELY 10'-0" ON CENTER. PROVIDE EXPANSION JOINTS (EJ) AT 30'-0" ON CENTER INTERVALS. REFER TO DETAIL 11AS11Z.
- G. CONCRETE SLAB ON GRADE CONTROL JOINTS TO BE TOOLED 1/4" DEPTH OF SLAB THICKNESS. PROVIDE FINISH TO MATCH ADJACENT FINISHES.
- H. PROVIDE FINISH TO MATCH ADJACENT FINISHES.
- I. CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS. REFER TO THE GEOTECHNICAL INVESTIGATION UNLESS MORE STRINGENT REQUIREMENTS APPEAR IN THESE CONTRACT DOCUMENTS. REFER TO GEOTECHNICAL REPORT PREPARED BY GCS DATED APRIL 6, 2018 - AMENDMENT DATE JANUARY 17, 2022.
- J. UNLESS MORE STRINGENT REQUIREMENTS APPEAR IN THESE CONTRACT DOCUMENTS, REFER TO GCS REPORT PREPARED BY GCS DATED APRIL 6, 2018 - AMENDMENT DATE JANUARY 17, 2022.

LEGEND

- PROPOSED BUILDING
- NEW ASPHALT
- NEW CONCRETE
- FREELANE ACCESS
- LANDSCAPE / TURF
- NEW RIP RAP AREA REFER TO CIVIL AND LANDSCAPE DRAWINGS
- PROPERTY LINE
- FIRE HYDRANT

KEYNOTES

- 003 LIGHT BOLLARD. REFER TO ELECTRICAL DRAWINGS
- 008 CONCRETE CURB AND GUTTER. REFER TO CIVIL DRAWINGS
- 014 FIRE ACCESS LANE 24'-0" WIDE WITH 26'-0" MIN TURNING RADIUS. TYPICAL
- 015 CONCRETE DRIVEWAY WITH 10'-0" MIN TURNING RADIUS. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
- 016 EXISTING PARKING TO REMAIN
- 018 WATER METER. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
- 020 EXISTING BIKE TRANSFORMER
- 021 EXISTING BIKE TRANSFORMER
- 022 NEW BIKE TRANSFORMER (TOTAL 8 SPACES). REFER TO LANDSCAPE DRAWINGS FOR MORE
- 033 AC PAVING AND SUBBASE. REFER TO CIVIL DRAWINGS
- 034 LANDSCAPE AREA. REFER TO LANDSCAPE DRAWINGS. TYPICAL
- 035 ACCESSIBLE PARKING PAVEMENT STRIPING. REFER TO CIVIL DRAWINGS
- 036 CONCRETE DRIVEWAY. REFER TO CIVIL DRAWINGS
- 038 CONCRETE WALK TYP. PROVIDE MEDIUM BROOM FINISH - REFER TO CIVIL DRAWINGS
- 039 VALLEY GUTTER. REFER TO CIVIL DRAWINGS
- 040 ACCESSIBLE PARKING SIGNAGE. REFER TO CIVIL DRAWINGS
- 041 ACCESSIBLE PARKING PAVEMENT MARKING. REFER TO CIVIL DRAWINGS
- 043 EXPANSION JOINT. SEE GENERAL NOTE F.
- 044 ON-SITE 17'-6" TALL PARKING LOT LIGHT POLE. REFER TO ELECTRICAL DRAWINGS
- 045 EXISTING PARKING PAVEMENT TO REMAIN
- 046 EXISTING PARKING PAVEMENT TO REMAIN
- 048 EXISTING LANDSCAPE AREA. REFER TO LANDSCAPE DRAWINGS FOR LANDSCAPE AND IRRIGATION
- 049 MOUNTED 2'-0" FROM CURB LINE TO CENTERLINE OF WHEEL STOP.



NO.	DESCRIPTION	DATE	BY	CHKD

8882 SPANISH RIDGE AVENUE - LAS VEGAS, NV 89148
 WWW.CSDARCHITECTURE.COM
 (702) 251-8886 - FAX (702) 251-8876

CONSTRUCTION SITE PLAN
 NEVADA HEALTH AND BIOSCIENCE CORP
 SNPAH LABORATORY BUILDING
 SHADOW LANE
 LAS VEGAS, NV 89106

NO.	DESCRIPTION	DATE	BY	CHKD

DATE: 05.12.2025
 JOB NO: 24-015
 FILE NAME:
 DO NOT SCALE DRAWINGS
 SHEET NO: AS1.02

KEYNOTES

- 104 MOP SINK. REFER TO PLUMBING DRAWINGS
- 105 DUMBWATER. REFER ENLARGED PLAN AND SPECIFICATIONS FOR ADDITIONAL INFORMATION
- 110 DRAINAGE. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION
- 117 AT BLOOD DRAW BAYS TENANT TO PROVIDE PRIVACY DRAW CURTAIN AND CALL BUTTON, CEILING MOUNTED, WITH INTEGRATION TO NURSES STATION
- 118 TENANT TO PROVIDE HAND SANITATION STATION

LEGEND

- 1 HOUR RATED WALL - 1/2" THICK CONCRETE MASONRY UNIT WALL UNLESS OTHERWISE NOTED. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION
- 3 HOUR RATED WALL - SEE PARTITION TAG ON FLOOR PLAN
- 1/2" THICK CONCRETE MASONRY UNIT WALL. REFER TO STRUCTURAL DRAWING FOR CMU INFORMATION AND EXTERIOR ELEVATION FOR TYPE
- PARTITION TAG - SEE PARTITION TYPES STARTING ON A8.01
- DOOR TAG - SEE DOOR SCHEDULE ON A8.01
- WINDOW TAG - SEE WINDOW TYPES ON A8.11

GENERAL NOTES

- A. ALL DIMENSIONS ARE TO FACE OF STUDS AND CONCRETE WALLS. UNLESS NOTED OTHERWISE, CLEAR DIMENSIONS ARE TO FACE OF FINISH.
- B. CLEAR DIMENSIONS ARE TO FACE OF FINISH. PRECEDENCE OVER ANY OTHER PLANS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO EXECUTION OF WORK.
- C. IN AREAS WITH FLOOR DRAINS, MAINTAIN FLOOR ELEVATION AT WALLS. PITCH FLOOR SURFACE TO DRAIN. VERIFY AND COORDINATE LOCATIONS OF ALL FLOOR DRAINS AND FLOOR SINKS WITH EQUIPMENT PRIOR TO POUR. REFER TO PLUMBING DRAWINGS.
- D. RUNS WITH MECHANICAL AND PLUMBING DRAWINGS BEFORE FRAMING WALLS, ROOF, ETC. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- E. ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- F. ELECTRICAL PANELS, ETC. PROVIDE REQUIRED BACKING IN WALL AND SUPPORT TO COORDINATE FLOOR COORDINATE ARCHITECTURAL DIMENSIONS WITH STRUCTURAL FOUNDATION PLAN DIMENSIONS.
- G. REFER TO MECHANICAL DRAWINGS FOR MECHANICAL EQUIPMENT.
- H. ALL FLOOR OUTLETS SHALL BE FLUSH WITH FLOOR FINISH. CONTRACTOR TO COORDINATE FLOOR FINISH WITH ARCHITECT.
- I. ALL PLUMBING FIXTURES AND ACCESSORIES SIZE AND MOUNTING HEIGHT SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) REQUIREMENTS.
- J. REFER TO ACCESSIBILITY REQUIREMENTS ON SHEET G2.01 FOR ALL REQUIRED DIMENSIONS.
- K. COORDINATE WITH ADA, ANSI AND ALL APPLICABLE CODE REQUIREMENTS.
- L. PROVIDE IN WALL SUPPORT FOR ACCESSORY HANGING PER MANUFACTURERS SPECIFICATIONS.
- M. PROVIDE BACKING IN WALLS FOR ALL HUNG FIXTURES AND EQUIPMENT.
- N. ALL PLUMBING SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH ALL APPLICABLE CODES.
- O. ALL INFORMATION SHOWN ON THIS SHEET APPLIES THROUGHOUT THE CONSTRUCTION. THIS SHEET SHALL BE REFERRED TO FOR ALL INFORMATION. NOTIFY ARCHITECT IN WRITING PRIOR TO THE COMMENCEMENT OF WORK.
- P. ALL INTERIOR WALLS TO BE PARTITION TYPE A1 UNLESS OTHERWISE NOTED. SEE SHEET A8.01 FOR PARTITION TYPE.

NO.	DESCRIPTION	DATE	BY	CHKD.

DRAWING ISSUE LOG:

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF CARPENTER SELLERS DEL GATTO ARCHITECTS. ANY REUSE OR REPRODUCTION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF CARPENTER SELLERS DEL GATTO ARCHITECTS IS STRICTLY PROHIBITED. ANY SUCH REUSE OR REPRODUCTION SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO CARPENTER SELLERS DEL GATTO ARCHITECTS.

CARPENTER SELLERS DEL GATTO ARCHITECTS
 8882 SPANISH RIDGE AVENUE - LAS VEGAS, NV 89148
 (702) 251-8886 - FAX (702) 251-8876 - WWW.CSDARCHITECTURE.COM

NEVADA HEALTH AND BIOSCIENCE CORP
 SNPAH LABORATORY BUILDING
 LEVEL 1 FLOOR PLAN
 1601 PINTO LANE
 LAS VEGAS, NV 89106

REV.	DESCRIPTION	DATE	BY	CHKD.
1	CONFORMED SET	10/10/25		

DATE: 05.12.2025
 JOB NO: 24-015
 FILE NAME:
 DO NOT SCALE DRAWINGS
 SHEET NO: A1.01



A LEVEL 1 FLOOR PLAN
 SCALE: 1/8" = 1'-0"

KEYNOTES

- 401 ROOF ASSEMBLY TYPE (A) SEE DETAIL 1/A4.11 AND REFER TO SPECIFICATIONS
- 402 ROOF DRAIN AND OVERFLOW DRAIN IN SWAMP PIT REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAILS 2/A4.11 AND 7/A4.11
- 403 ROOF CRICKET, TAPERED INSULATION IN MATERIAL THICKNESS, AND ATTACHMENTS IN INSTALLATION REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAIL 1/A4.11
- 404 INSTALL BLACK ROOF WALK PADS TO SELLER STREET ADDRESS NUMBER ONLY OVER ROOF ORIENTE NUMBERS SUCH THAT THE BOTTOM FACES THE STREET OF ADDRESS. CUT MATERIAL TO FIT OVER THE ADDRESS NUMBER. LEAVE 1/2" BETWEEN NUMBERS.
- 405 MECHANICAL DUCTWORK DOG HOUSE - METAL STUD FRAMING WITH EXTERIOR EFS FINISH. PROVIDE 1/2" RIGID INSULATION AND GYPSUM BOARD FINISH ON INTERIOR SIDE. ROOF WALKOFF PADS SHALL BE INSTALLED UNDER THE DOG HOUSE.
- 406 MECHANICAL EXHAUST. REFER TO MECHANICAL DRAWINGS FOR MORE INFORMATION. SEE DETAIL 1/A4.11
- 407 PERFORATED METAL PANEL MECHANICAL SCREEN. REFER TO DETAIL 1/A4.11
- 408 ROOF ACCESS HATCH. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAIL 1/A4.11
- 409 ROOF TOP MECHANICAL UNITS AND EQUIPMENT. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 410 ROOF TOP MECHANICAL UNITS AND EQUIPMENT. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAIL 1/A4.11
- 411 ROOF BASE FLASHING AT PARAPET WALL. SEE DETAIL 1/A4.11
- 412 PIPE PENETRATION. SEE DETAILS 2/A4.11 AND 3/A4.11
- 509 PERFORATED METAL PANEL MECHANICAL SCREEN. REFER TO DETAIL 1/A4.11

LEGEND

- ROOF ASSEMBLY (ROOF TYPE A) SEE DETAIL 1/A4.11 AND REFER TO SPECIFICATIONS AND REFER TO SPECIFICATIONS
- ROOF CRICKET
- ROOF WALKOFF PADS

GENERAL NOTES

- A. ROOF INSTALLATION METHODS AND PRODUCTS SHALL MEET OR EXCEED THE SPECIFIED MANUFACTURER'S REQUIREMENTS AND CURRENT NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA) STANDARDS.
- B. FLASH AND COUNTERFLASH ALL ROOF, WALL AND ROOF TO WALL PENETRATIONS TO ENSURE A WATER TIGHT SEAL.
- C. PROVIDE ROOF CURBS AT ALL ROOF MOUNTED EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. FLASH AND COUNTERFLASH PER NRCA STANDARDS.
- D. ALL PLUMBING VENTS FROM BELOW SHALL BE A MINIMUM OF 8" ABOVE ROOF SURFACE AND 10'-0" FROM ALL MECHANICAL UNITS OR FRESH AIR INTAKES.
- E. PAINT ALL EXPOSED METAL SURFACES ON ROOF.
- F. ALL CRICKETS SHALL HAVE 1/2" SLOPE.
- G. ELECTRICAL CONDUITS AND/OR PIPING SHALL NOT BE INSTALLED ON TOP OF THE ROOF METAL DECK EITHER WITHIN THE FLUTES OR WITHIN THE INSULATION SPACE. SUCH CONDUIT AND/OR PIPING MAY BE ATTACHED TO THE BOTTOM OF THE FLUTES ON THE UNDERNEATH SIDE OF THE METAL DECK. MINIMUM 3" CLEARANCE BELOW BOTTOM OF METAL DECK.
- H. THE TOP OF ROOF CURBS SHALL BE A MINIMUM OF 8" ABOVE THE FINISHED ROOF, INCLUDING CRICKETS.
- I. ROOF MEMBRANES SHALL BE PERMANENTLY PROTECTED WITH THE APPROPRIATE WALK PADS OR WEARING SURFACES IN HIGH TRAFFIC OR SERVICE AREAS.
- J. WHERE THE ROOFING MEMBRANE TERMINATES ON MASONRY WALLS, USE A FLASHING SYSTEM THAT IS SET INTO THE MASONRY. SURFACE MOUNTED SYSTEMS THAT RELY SOLELY ON A SEALANT SHALL NOT BE SPECIFIED.
- K. SYSTEMS SHALL MEET THE MOST STRINGENT REQUIREMENTS OF THE FOLLOWING:
 - Q1. FM 1-90 REQUIREMENTS USING SYSTEMS WHICH MEET FM CERTIFICATIONS.
 - Q2. ROOFING SYSTEMS SHALL BE DESIGNED TO PROVIDE A UL CLASS RATED ROOF ASSEMBLY.
 - R. NO WORK INCLUDING STAGING OR ACCESS TO OTHER PORTIONS OF THE WORK SHALL BE PERMITTED ON THE FINISHED ROOF.
 - S. ALL ROOFING WORK SHALL COMMENCE AT THE FURTHEST POINT FROM THE WORKERS ACCESS AND PROGRESS BACK TOWARD THE ACCESS POINT AND UNDER THE WORK EXTENDING 48" BEYOND THE REQUIRED WORK AREA. PROTECTION SHALL CONSIST OF 1" PLYWOOD SHEATHING OVER A HEAVY CANVAS TARP WITH SAND BALLAST AS REQUIRED TO PREVENT THE PLYWOOD FROM BECOMING AIRBORNE DURING STRONG WINDS. CHANGING OF DAMAGE TO THE FINISHED ROOF MEMBRANE SHALL BE GROUNDS FOR THE STATE TO REQUIRE REPLACEMENT OF THE ENTIRE ROOFING MEMBRANE AT THE CONTRACTOR'S EXPENSE. PATCHING SHALL BE LIMITED TO A MAXIMUM OF THREE PATCHES ON ANY 100 SQUARE FOOT AREA.
 - U. THE ROOFING SYSTEM SHALL LIMIT ROOF PENETRATIONS TO SINGLE PENETRATIONS THAT AREA MINIMUM OF 12" AWAY FROM ANY OTHER ROOF PENETRATION, CURB OR BASE FLASHING. THE USE OF PITCH POCKETS WILL NOT BE ALLOWED.

NO.	DESCRIPTION	DATE	BY	CHK

DRAWING ISSUE LOG:

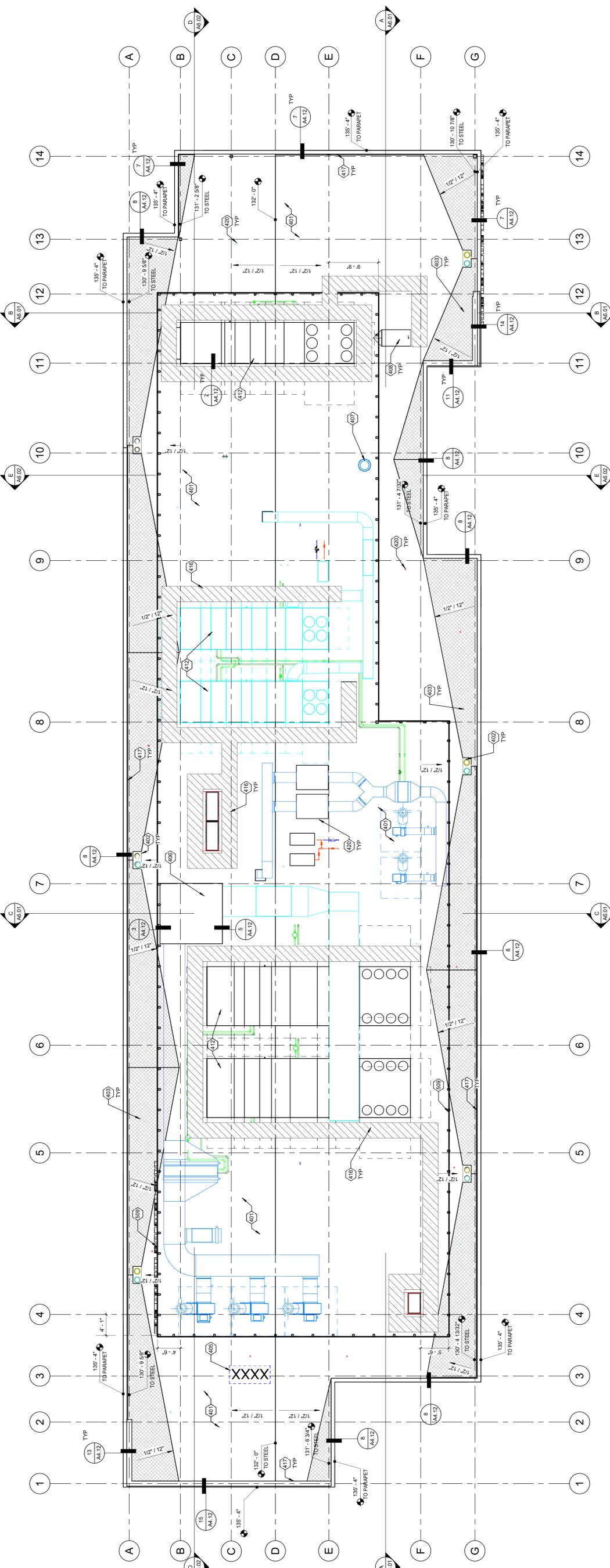
CARPENTER SELLERS DEL GATTO ARCHITECTS
 8882 SPANISH RIDGE AVENUE - LAS VEGAS, NV 89148
 (702) 251-8886 - FAX (702) 251-8876 - WWW.CSDARCHITECTURE.COM

NEVADA HEALTH AND BIOSCIENCE CORP
SNPAH LABORATORY BUILDING
ROOF PLAN
 1601 PINTO LANE
 LAS VEGAS, NV 89106

REV.	DESCRIPTION	DATE	BY	CHK

DATE: 05.12.2025
 JOB NO: 24-015
 FILE NAME:
 DO NOT SCALE DRAWINGS
 SHEET NO:

A4.01
 NORTH



A ROOF PLAN
 SCALE: 1/8" = 1'-0"

EXHIBIT "C"
CAPITAL RESERVE EXPENDITURES

Service Category	Service Description
Conveyance	End of Life Elevator and Dumbwaiter Equipment
Conveyance	End of Life Elevator Finishes
Exterior Finishes	End of Life Exterior Paint and Finish Item Replacement or Refinishing
Fire/Life Safety	End of Life Required Replacement of Building Code Required Fire/Life Safety Systems
Interior Finishes	End of Life Interior Floors or Doors Replacement or Refinishing
Low-Voltage	End of Life Fiber Optic Backbone, Controls, Network and Switches that support Building Parcel systems including irrigation, building access, lighting, security cameras, and utility monitoring systems.
MEP	End of Life Central Building Mechanical, Electrical or Plumbing Equipment Replacement
Parking & Walkways	End of Life Hardscape, Paving or Walkway Replacement
Signage	Landlord Building Signage, Common Area, and Exterior Wayfinding Signage
Structural	End of Life Roof Replacement

EXHIBIT "D"
PERMITTED USES AND PROGRAM REQUIREMENTS

Essential Programs:

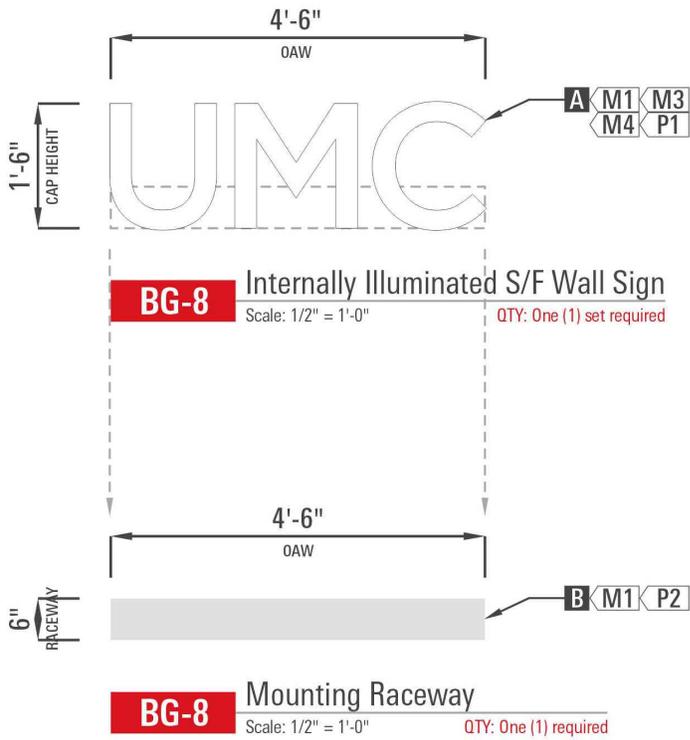
- Molecular testing including Multiple Panel testing
- Microbiology, virology, mycology, including identification and susceptibility
- Histocompatibility/Transplant Lab
- Drug Toxicology Testing
- Genetic testing
- TB testing

Tenant Criteria:

- Tenant shall provide non-exclusive, Tenant-coordinated educational, training, research, ~~or~~ and other relevant access to the Lab for KKSOM medical students and residents for existing and/or future residency programs and specialties relevant and appropriate for Lab access - including uses related to the future development of any residency programs in pathology, hematology/medical oncology, nephrology, infectious diseases, or other residency programs as applicable, pursuant to and in accordance with a valid Clinical Affiliation Agreement (or other agreement to allow such access) between Tenant and UNLV such that the Lab is a meaningful benefit to and support of their medical education. Such shall be coordinated by and in compliance with the Tenant's reasonable operational, management, and safety controls.

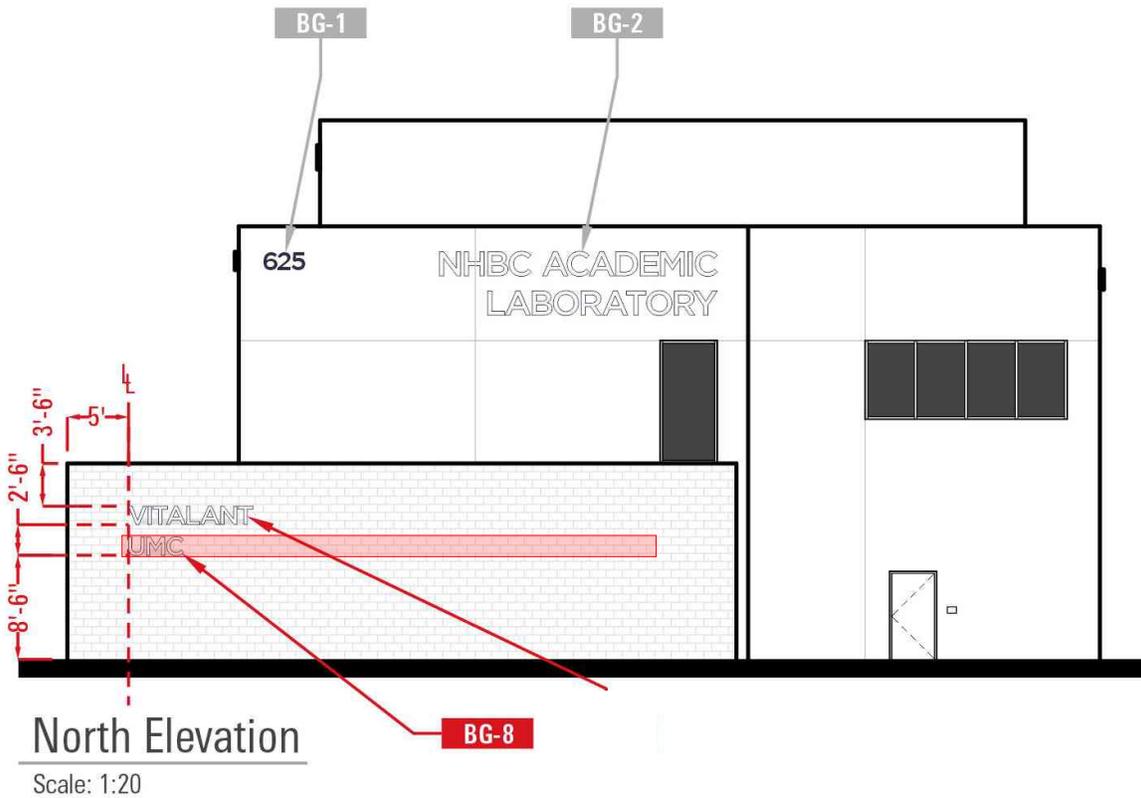
EXHIBIT "E"
TENANT'S PROPOSED SIGNAGE

Signage Exhibit

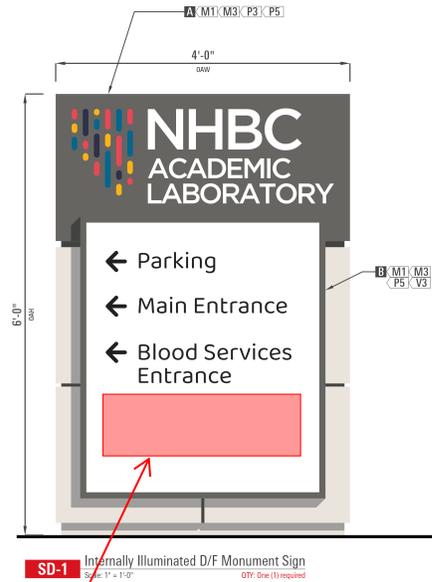
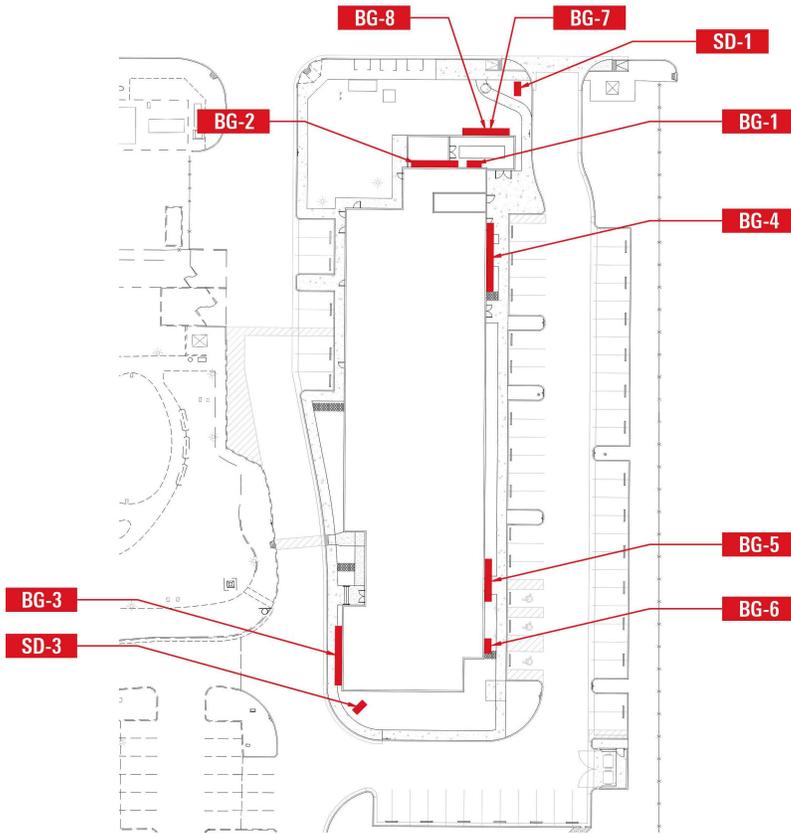


Max. Allowable Signage Area = **66 SF**
(1.5' tall x 44' wide)

*Area in red represents signage area



Signage Exhibit



Tenant to provide input on messaging that is preferred/ needed on monument signs by April 1, 2026

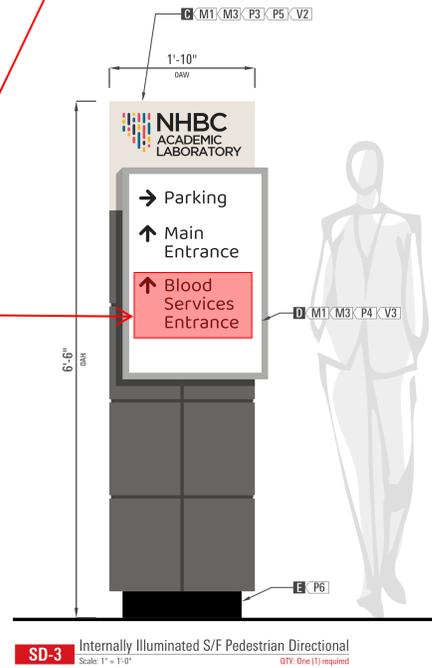
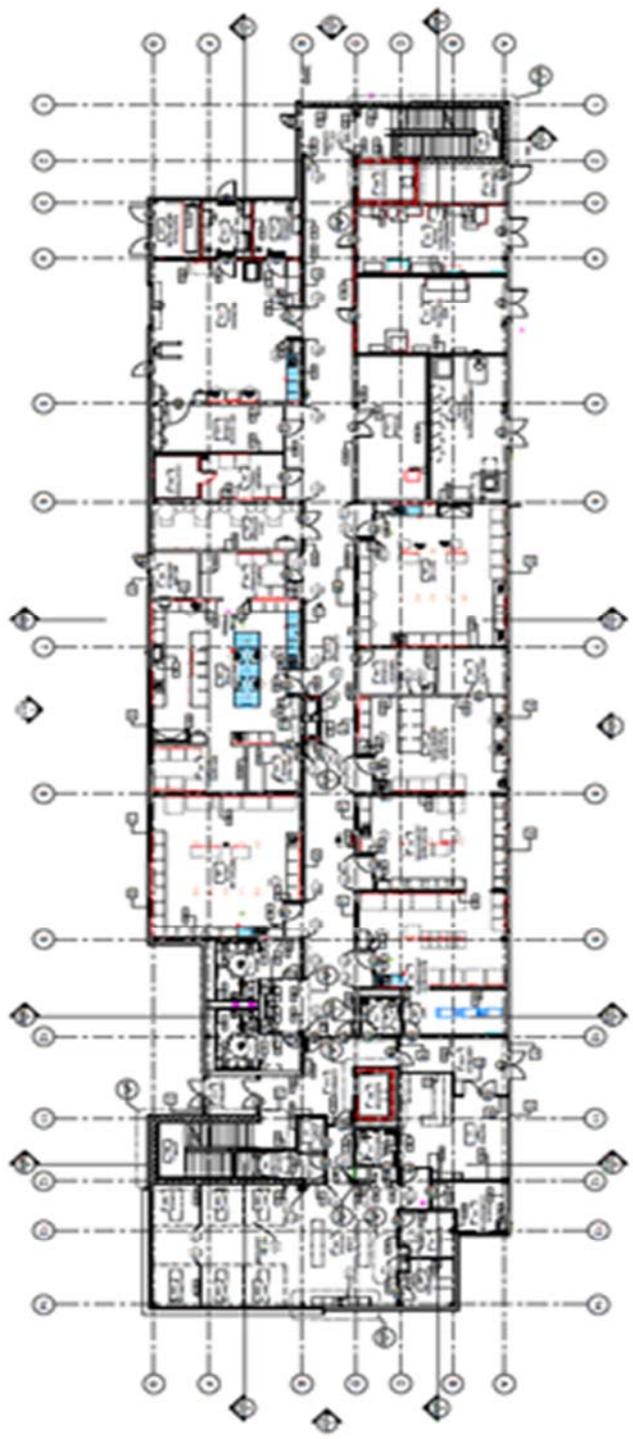


EXHIBIT F
DEMISING PLAN OF PREMISES

(which shall establish the floor area contained therein, sometimes referred to as “Floor Area.”)

GENERAL INTERNAL NOTE – EXHIBITS MAY NEED TO BE UPDATED OR AMENDED AFTER EXECUTION FOR DESIGN CHANGES THAT AFFECT LEASE, I.E. HLA LAB AND SOME OTHER ITEMS. MAY WANT TO CONSIDER LANGUAGE TO THIS EFFECT IF POSSIBLE, AND SEE IF A MINOR AMENDMENT LIKE THIS COULD BE EXECUTED ADMINISTRATIVELY BY THE UMC CEO VS. HAVING TO GO BACK TO BCC OR OTHER GOVERNANCE BOARDS, FOR SIMPLICITY AND EFFICIENCY.

01/15/2014



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/15/2014
2	ISSUED FOR CONSTRUCTION	01/15/2014
3	ISSUED FOR OCCUPANCY	01/15/2014
4	ISSUED FOR AS-BUILT	01/15/2014

LEVEL 1 FLOOR PLAN
 NEVADA HEALTH AND BIOSCIENCE CORP
 SHIPAH LABORATORY BUILDING
 20000 LANE
 LAS VEGAS, NV 89130

CRISTINA SUELOS DEL GIBO
 ARCHITECT
 1000 S. LAS VEGAS BLVD., SUITE 1000
 LAS VEGAS, NV 89101
 (702) 735-1111
 WWW.CRISTINASUELOS.COM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/15/2014
2	ISSUED FOR CONSTRUCTION	01/15/2014
3	ISSUED FOR OCCUPANCY	01/15/2014
4	ISSUED FOR AS-BUILT	01/15/2014



<p>SECTION 101</p> <p>GENERAL NOTES</p> <p>1. REFER TO ALL APPLICABLE SPECIFICATIONS AND SUPPLEMENTAL NOTES.</p> <p>2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.</p> <p>3. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.</p> <p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.</p> <p>7. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION.</p> <p>8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p> <p>9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.</p> <p>10. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.</p> <p>11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND NOTES.</p> <p>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.</p> <p>15. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION.</p> <p>16. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p> <p>17. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.</p> <p>18. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.</p> <p>19. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND NOTES.</p> <p>20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p>	<p>SECTION 102</p> <p>LEGEND</p> <p>1. ROOM NO.</p> <p>2. ROOM NAME</p> <p>3. ROOM TYPE</p> <p>4. ROOM AREA</p> <p>5. ROOM VOLUME</p> <p>6. ROOM PERIMETER</p> <p>7. ROOM CENTERLINE</p> <p>8. ROOM CORNER</p> <p>9. ROOM MIDDLE</p> <p>10. ROOM EDGE</p> <p>11. ROOM LINE</p> <p>12. ROOM POINT</p> <p>13. ROOM CENTER</p> <p>14. ROOM MIDDLE</p> <p>15. ROOM EDGE</p> <p>16. ROOM LINE</p> <p>17. ROOM POINT</p> <p>18. ROOM CENTER</p> <p>19. ROOM MIDDLE</p> <p>20. ROOM EDGE</p> <p>21. ROOM LINE</p> <p>22. ROOM POINT</p> <p>23. ROOM CENTER</p> <p>24. ROOM MIDDLE</p> <p>25. ROOM EDGE</p> <p>26. ROOM LINE</p> <p>27. ROOM POINT</p> <p>28. ROOM CENTER</p> <p>29. ROOM MIDDLE</p> <p>30. ROOM EDGE</p> <p>31. ROOM LINE</p> <p>32. ROOM POINT</p> <p>33. ROOM CENTER</p> <p>34. ROOM MIDDLE</p> <p>35. ROOM EDGE</p> <p>36. ROOM LINE</p> <p>37. ROOM POINT</p> <p>38. ROOM CENTER</p> <p>39. ROOM MIDDLE</p> <p>40. ROOM EDGE</p> <p>41. ROOM LINE</p> <p>42. ROOM POINT</p> <p>43. ROOM CENTER</p> <p>44. ROOM MIDDLE</p> <p>45. ROOM EDGE</p> <p>46. ROOM LINE</p> <p>47. ROOM POINT</p> <p>48. ROOM CENTER</p> <p>49. ROOM MIDDLE</p> <p>50. ROOM EDGE</p>	<p>SECTION 103</p> <p>GENERAL NOTES</p> <p>1. REFER TO ALL APPLICABLE SPECIFICATIONS AND SUPPLEMENTAL NOTES.</p> <p>2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.</p> <p>3. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.</p> <p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.</p> <p>7. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION.</p> <p>8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p> <p>9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.</p> <p>10. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.</p> <p>11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND NOTES.</p> <p>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p>
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EXHIBIT G
TENANT'S MINIMUM STANDARDS

Maintenance and Operations Day-to-Day Stewardship

Tenant shall be responsible for the day-to-day upkeep and care of the Premises. This responsibility includes routine building maintenance, custodial services and care necessary to keep the facility clean, safe, and in good working order. Tenant's obligations include:

- Routine custodial services, porter services, suite door access, security, telecom, internet, interior lighting (including replacement of bulbs and ballasts), touch up and re-painting, and repair or replacement of ceiling tiles, interior finishes, wall coverings, plumbing fixtures, minor fixture leaks, maintain power load requirements, and other cosmetic items reasonably necessary to maintain the Premises in good order and appearance.
- All such work shall be performed in a manner consistent with industry-recognized standards, including but not limited to those published by APPA (Leadership in Educational Facilities), ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers), ASHE (American Society for Health Care Engineering), and NFPA (National Fire Protection Association), as applicable to the facility type and systems. Tenants shall comply with all applicable laws, codes, and regulations in carrying out these responsibilities.

Reporting and Documentation Responsibilities

Report deliverables are due to Landlord annually by September 1.

1. **Building Stewardship**
Tenant shall promptly report to Landlord any observed building maintenance issues, including but not limited to conditions related to the parking lot, landscaping, walkways, entry doors, elevators, common-area restrooms, building systems, leaks, or other major infrastructure items.
2. **Building and Parcel Work Orders**
Tenant shall utilize Landlord's established work-order management system and designated emergency telephone numbers to report all maintenance issues requiring Landlord attention.
3. **System Compliance Documents**
Tenant shall maintain current certifications, inspection reports, and service records for all regulated systems within the Premises, including conveyance systems, medical gas systems, and water treatment systems.
4. **Regulatory Compliance Documentation**
Tenant shall maintain documentation evidencing compliance with OSHA, EPA, and all other applicable federal, state, and local regulatory requirements, including records related to hazardous waste disposal, biohazard handling, and water quality reporting within the Premises.
5. **Premises Maintenance Records**
Tenant shall maintain corrective maintenance logs, custodial service documentation, and

equipment service records for all systems and services under Tenant's responsibility within the Premises.

6. Annual Report Deliverables

Tenant shall provide Landlord with an annual summary of work orders, maintenance activities, and all required regulatory records. These documents shall be used by Landlord to assess building conditions, compliance status, and potential capital renewal needs associated with the Premises.

7. Incident Reporting

Tenant shall immediately notify Landlord of any security breach, door malfunction, unauthorized access, vandalism, hazardous materials incident, or other significant event, followed by a written incident report or summary.

Building Security, Access, and Safety Requirements

Building Security

Tenants shall maintain the safety and security of the Building at all times. All occupants, staff, vendors, and visitors must comply with established access control procedures, including use of assigned access cards, visitor registration, and adherence to restricted-area protocols.

Security Cameras

The Landlord maintains security cameras on the exterior perimeter of the Building, at primary entry points, and within designated first-floor corridors and common areas. These cameras are intended to support building security, life-safety, and incident response and not for monitoring tenant workforce performance or internal personnel matters.

Camera footage is the property of the Landlord. Tenants may request footage only for legitimate safety, security, or incident-related purposes, and all requests must be submitted through the Landlord's designated process. Requests intended to monitor employee behavior, performance, or productivity will not be permitted.

The Landlord retains sole discretion regarding whether footage is released, consistent with applicable laws, privacy requirements, and data-retention policies. The Landlord is not obligated to maintain or provide footage beyond the standard retention period.

Tenants are prohibited from installing independent security cameras or recording devices in any interior or exterior building locations without prior written approval from the Landlord.

Doors and Access Points

To ensure the security of all occupants and the integrity of controlled laboratory environments, exterior doors, interior secure-access doors, and fire-rated doors shall not be propped open at any time unless approved in writing by Landlord for an authorized activity. Tenants are responsible for ensuring personnel, consultants, and vendors adhere strictly to this requirement.

Access Cards

Building access cards must be requested through the Landlord's work order management system. Standard processing may take up to five (5) business days. All access requests must be submitted by,

and will only be approved by, the Tenant's designated facility representative or other authorized designee identified in writing to the Landlord.

Lost, stolen, or damaged access cards must be reported immediately to the Landlord to ensure prompt deactivation and reissuance. Replacement fees may apply.

Access Card Audits

The Landlord will perform periodic audits of all active building access cards to ensure proper security and access control. Following each audit, the Landlord will provide the Tenant with a current list of access holders associated with Tenant's operations. Tenant must review the list and notify the Landlord in writing of any changes, discrepancies, or access removals **within thirty (30) days** of receipt.

Failure to respond within the required timeframe may result in temporary suspension of unverified access cards for security purposes.

Doorbells

An approved doorbell or entry notification system may be installed and maintained by Tenant for operational needs. All proposed doorbell systems, including wiring, installation methods, and equipment specifications, must be submitted to and approved by Landlord in advance. Installation shall not interfere with building systems, access control devices, life-safety equipment, or security operations.

Tenant is responsible for maintaining the doorbell system in good working order and for removing or restoring any associated equipment upon lease expiration, unless otherwise directed by Landlord.

Hazardous Materials and Waste Management

Tenants must properly secure, store, handle, and dispose of all hazardous materials and hazardous waste in accordance with:

- federal, state, and local regulations,
- OSHA laboratory safety requirements,
- applicable environmental health and safety (EHS) standards, and
- Building-specific procedures established by the Landlord.

Hazardous waste containers must be clearly labeled, kept closed when not actively use, and stored in designated, secure areas. Tenants shall ensure that all laboratory personnel are trained and that disposal is performed through approved waste management processes

Parking and Tenant Responsibility for Vehicles

Parking Use

Parking areas designated for Tenant use shall be utilized solely for the parking of operational motor vehicles. All Tenants, employees, contractors, and visitors must comply with posted signage, striping, and any access controls established by the Landlord.

Assigned and Reserved Stalls

If assigned or reserved parking stalls are allocated to Tenant, such stalls may only be used by Tenant's

authorized personnel. Tenants are responsible for ensuring that occupants and visitors do not park in other tenants' reserved stalls or in fire lanes, loading areas, or other restricted zones.

Vehicle Responsibility and Liability

Tenant is solely responsible for the security, condition, and contents of any vehicle owned, leased, or operated by Tenant or its employees, contractors, or visitors while parked on or adjacent to the Property. Landlord shall not be liable for any damage to or theft of vehicles or personal property within vehicles, including, but not limited to, vandalism, break-ins, collisions, weather-related damage, or towing.

Prohibited Actions

The following activities are strictly prohibited unless expressly authorized by Landlord:

- Overnight parking or vehicle storage (unless tenant is present)
- Repairs or maintenance of vehicles
- Parking of inoperable, unregistered, or oversized vehicles
- Parking in any area that impedes emergency access, delivery access, or building operations

Compliance and Enforcement

Tenant shall ensure that its employees, contractors, and visitors comply with all parking rules and posted requirements. Landlord reserves the right to enforce parking rules, including towing or citation of vehicles in violation, at the vehicle owner's expense.

APPA Level 2 Operations Guideline: Sample Custodial Checklist

Area / Item	What to Inspect	Frequency	Pass/Fail Criteria
Floors & base moldings	Cleanliness, shine/brightness; no buildup in corners or along walls	Daily / Several times per week	Shine/bright and clean; no buildup; minor dust okay
Vertical & horizontal surfaces	Dust, smudges, fingerprints, marks	Several times per week	Clean, some marks may be visible only upon close inspection
Restrooms / Showers	Tiles, fixtures, chrome, mirrors; odor; supplies stocked	Daily / multiple times per day	Clean, odor-free, supplies adequate
Trash / Waste containers	Emptying; clean; odor control	Daily or as needed	Empty, clean, odor-free
Glass / Doors / High-touch surfaces	Smudges, fingerprints, cleanliness	Daily to several times per week	Glass clean; visible marks removed
Carpets / Mats	Vacuumed; spot cleaned; walking lanes kept clean	Several times per week	Vacuumed; no obvious matting; spots removed

Walls / Partitions up to 6 ft	Spot clean marks / smudges	Several times per week	Walls spot cleaned; no obvious stains
Fixtures / Lighting	Working lights; clean fixtures	Weekly / monthly	All lights working; fixtures clean
Common Areas	Clean entryways, rails, desks, furniture	Daily to several times per week	Appearance clean and orderly; furniture dusted/wiped

EXHIBIT H
TENANT'S OBLIGATIONS AND LANDLORD'S OBLIGATIONS

Landlord's Obligations include the Common Areas, preventative maintenance and the following capital repairs and replacements:

Service Type	Service Description	Landlord	Tenant
Building Access	Card Readers, Locks	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Building Enclosure	Walls, Windows, EFIS, Waterproofing, Façade Systems	X	
Compliance	Perform annual third-party inspections for to meet OSHA and life and safety building compliance, monitor regulated sources to adhere to air quality requirements	X	
Custodial	Custodial: Cleaning, sanitizing, and maintaining the Premises, including trash receptacles, routine waste removal, recycling, and related custodial supplies.	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Electrical - Lighting	Lighting, bulbs, fixtures, ballasts, and controls	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Electrical	Electrical Distribution, Panels, Generators, Lighting, Wiring and Conduit, Emergency Exits	X	
Furniture, Fixtures, and Equipment (FF&E)	Provide, Maintain, Repair and Replace Furniture, Fixtures and Equipment		X

Fire and Life Safety	Fire Alarms, Sprinklers, Emergency Lighting, Fire Rated Doors, Fire Stopping	X	
Grounds	Grounds: Landscape, Rockscape, Irrigation	X	
Hazardous Waste	Manage property identification, handling, storage, packaging, treatment, transport, and disposal of all hazardous, biomedical, pharmaceutical, chemical, sharps, radioactive, or any other regulated waste generated within the Premises		X
HVAC	Heating and Cooling Systems	X	
Interior Finishes	Doors, Door Closers, ADA Hardware, Hinges, Doorstops, Windows, Partitions, Curtain Rails	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Interior Finishes	Redecorating, Maintenance and Repair of Painting, Window Coverings, and All Finishes	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Interior Finishes	Casework, Millwork, Fixed-Shelving, Counters, Lab Benches (within the Premises)		X
Interiors	Floor Repair and Upkeep: Carpet, Tile, Sealed Concrete, Thresholds Etc.	X (except for that which is within or serves only the Premises)	X (only that which is within or serves only the Premises)
Low-Voltage	Data Network Cabling, Racks, Equipment (main building infrastructure provided by Landlord: mechanical, electrical, and plumbing, fire systems, security, and door access)	X	

Low-Voltage	Data Network Cabling, Racks, Equipment Telephone Service, Internet, Installation, and Repairs		X (only that which is within or serves only the Premises)
Parking & Walkways - Exterior to Building	Porter Service, Repairs, Resurfacing, Striping, Drainage, ADA compliance	X	
Plumbing	Plumbing outside the Premises and shared by the Building	X	
Plumbing	Domestic Water, Filtration Systems, RO, Other (within the Premises)		X
Security	Security Cameras and Security Guards(exterior)	X (except for that which is within or serves only the Premises)	
Signage	Common Spaces, Building, Wayfinding, ADA and Other Signage	X	
Signage	Suites, Rooms, Building, ADA and Other Signage (Premises and Tenant exterior building sign)		X
Structural	Roof Inspections and Repair	X	
Utilities	Maintain master utility accounts for Water, Sewer, Gas, Electricity, Trash Removal	X (except for that which is within or serves only the Premises)	X
Other	Tenant shall furnish and pay for any deferred maintenance or capital renewal items or supplies not itemized in this table through rent.		X
Tenant Improvements	Additional Tenant Improvements or Renovations		X

EXHIBIT "I"

TENANT ESTOPPEL LETTER

_____(Lender) (Purchaser)

Attention:

RE: Lease Between _____, as Landlord
("Landlord"), and _____ as Tenant ("Tenant"), dated
_____, 20__ on Property known as
_____ located at _____,
_____, Nevada.

Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Premises or any portion thereof] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;
2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;
3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;
4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;
5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);
6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;
7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;
8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;

9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;
10. That the term of the subject Lease is for _____ years. The primary Lease term commenced on _____ and expires on _____.
11. That the monthly rental is \$_____, and rent has been paid to _____, 20____;
12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;
13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;
14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;
15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;
16. That the undersigned will in no event look to you for the return of any security deposit under the subject Lease, except as is actually received by you. Pursuant to the subject Lease, Tenant has not made a security deposit.
17. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;
18. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;
19. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;
20. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;
21. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

[ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;
2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;
3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;
4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;
6. That the term of the subject Lease is for _____ years. The primary Lease term will commence on the Lease Commencement Date set forth in the Lease.
7. That the monthly rental is \$ _____, and rent has been paid to _____, 20____;]

TENANT:

a
By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT "J"

EQUIPMENT THAT LANDLORD MAY PROVIDE AS TENANT IMPROVEMENTS

The Equipment shall be properly maintained, inspected, serviced, repaired, and replaced by Tenant, as appropriate and at Tenant's cost. Tenant shall do so in compliance with: (1) applicable manufacturer's owner's manual and/or written recommendations; (2) any maintenance schedules or service bulletins issued by the manufacturer or its representatives; and (3) generally accepted industry standards for similar equipment and use. Tenant shall ensure that such are performed by qualified personnel in accordance with manufacturer specifications. Tenant shall not modify, alter, or misuse the Equipment in any manner that would void warranties, reduce the useful life of the Equipment, or cause the Equipment to operate outside manufacturer specifications. Tenant shall maintain written records of all inspections, maintenance, and repairs performed on the Equipment and shall provide copies of such records to Landlord monthly. Tenant shall promptly notify Landlord of any malfunction, damage, or condition requiring repair or replacement and shall take reasonable steps to prevent further damage until repairs are completed. Tenant shall enter into and maintain, at Tenant's expense, any preventative maintenance or service contracts reasonably required by Landlord or recommended by the manufacturer for the Equipment. If Tenant fails to properly maintain the Equipment after 14 days advanced written notice, Landlord may perform such maintenance or replace the same at Tenant's reasonable expense, to be paid as part of the following month's rent. Tenant shall not remove Equipment from the Premises. Tenant will coordinate with Landlord's reasonable inspections of the Equipment. The parties agree to cooperate and act in good faith with respect to the Equipment, including Landlord assisting in warranty claims, if any. Landlord shall retain title and all applicable warranties to the Equipment unless the parties agree otherwise in writing. Upon expiration or termination of the Lease, Tenant shall ensure that the Equipment is in good working condition, reasonable wear and tear excepted.

Equipment List

Item	Drawing Reference	Description	Owner Furnished	Comments
	Exhaust Equipment			
1	4' CFH/ACFH	4' Chem. Fume Hood	X	1 Molecular Lab
2	6' CFH/ACFH	6' Chem. Fume Hood	X	1 HLA Lab, 1 Specimen Intake, 1 MicroBiology Lab,
3	6A	Equip. Ceiling Exhaust	X	
4	6B	Thimble Exh. (Class II A2 BSC)	X	Per Plans
5	4' BSC	4' BioSafety Cab (Class II Type A2)	X	4 Molecular Lab (4 count) Tenant Provided during construction for commissioning
6	4' BSC (Exhaust Hood)	4' BioSafety Cab (Class II Type A2) Exhaust	X	(EXHAUST HOOD) 4 Molecular Lab (4 count)
7	6' BSC	6' BioSafety Cab (Class II Type A2)	X	1 HLA Lab, 1 Specimen Intake, 2 MicroBiology Lab, 2 TB Lab, 4 Stemcell Lab (10 count) Tenant Provided during construction for commissioning
8	6' BSC (Exhaust Hood)	6' BioSafety Cab (Class II Type A2) Exhaust	X	(EXHAUST HOOD) 1 HLA Lab, 1 Specimen Intake, 2 MicroBiology Lab, 2 TB Lab, 4 Stemcell Lab (10 count)
	HLA Equipment			

9	HLA-1	Luminex Microbead Array	X	EM. (2 count)
10	HLA-2	Luminex Map X for Typing I,II,III	X	EM. (2 count)
11	HLA-3	Flow Cytometer - FACSLYRIC	X	EM.- Vibration Sensitive (2 count)
12	HLA-4	Refrigerators	X	(2 count)
13	HLA-5	-20 freezers	X	(2 count)
14	HLA-6	-80 freezers	X	EM. (1 count)
15	Keynote 7	Water Purifier	X	(1 count)
Cryo Storage				
16	CS-1	Cryostorage Tank: 1536P-180	X	(3 Count) 1 future
17	CS-2	Liquid Nitro Storage Tank	X	(8 Count)
Specimen Intake				
18	SI-1	Refrigerator	X	(1 count)
19	SI-2	Freezer	X	EM.- (1 count)
20	SI-3	Refrigerator	X	EM.- (2 count)
21	SI-4	Freezer	X	EM.- (2 count)
22	SI-5	Centrifuge	X	(2 count)
Molecular Lab				
23	MO-1	Cephied GeneXpert Infinity -80	X	EM.- (1 count)
24	MO-2	BSC (4' BSC) (Existing) DON'T DUPLICATE (noted at top)	X	LV only needed at (1) BSC in extract.; next to bench/sink- (4 count) (4) 4' BSC are UMC provided (existing); all elements should be contractor installed (4) 4' BSC's are now to be NEW - 03/05/2026
25	MO-2.1	BSC II-A2 Hood (4' BSC) DON'T DUPLICATE (noted at top)	X	LV only needed at (1) BSC in extract.; next to bench/sink- (4 count) Hood and thimble/canopy exhaust should be contractor installed
26	MO-3	Diasorin Liaison XL	X	EM.- (1 count)
27	MO-4	Begenius	X	(1 count)

28	MO-5	Refrigerator	X	(2 count)
29	MO-6	Freezer -20	X	(3 count)
30	MO-7	Abbott Alinity M	X	No drain needed, no water needed (2 count)
31	MO-8	Freezer -80	X	EM.- (1 count)
32	MO-9	Deli Refrigerator	X	(1 count)
MicroBiology & Virology				
33	M&V-0.1	Th.Fisher SureLock Tandem midi Gel Tank	X	(2 count)
34	M&V-0.2	Th.Fisher iBlot3 Western Blot Trfr System	X	(2 count)
35	M&V-0.3	Th.Fisher Bandmate Auto. Western Processor	X	(2 count)
36	M&V-0.4	Th.Fisher iBright FL 1500 Imaging system	X	(2 count)
37	M&V-1	Label Printer	X	(1 count)
38	M&V-1.1	Magnifying Glass	X	(1 count)
39	M&V-2	Laser Printer	X	(1 count)
40	M&V-3	Incubators Air	X	(1 count)
41	M&V-4	Incubators w/ 5% CO2	X	EM.- (2 count)
42	M&V-5	Walkaway Specimen Processor W/O Incub.	X	EM.- (1 count)
43	M&V-6	Freezer	X	EM.- (2 count)
44	M&V-6.1	Vortex	X	(6 count)
45	M&V-6.2	Compound Microscopes	X	(6 count)
46	M&V-6.3	Previ-Stainer and Cytocentrifuge	X	(1 count)
47	M&V-6.4	Slide Heaters	X	(2 count)
48	M&V-6.5	Uline Multi-lens Magnifier Lamp H-8789	X	(8 count)

49	M&V-6.6	MicroCentrifuge	X	(1 count)
50	M&V-7	Bruker-MALDITOF	X	EM.- (1 count)
51	M&V-8	BioFire Torch System modules	X	(8 count)
52	M&V-9	Cepheid DX System	X	(1 count)
53	M&V-10	Vitek 2 System	X	(1 count)
54	M&V-11	TF Sensi-Titre System	X	EM.- (1 count)
55	M&V-12	BACTEC FX	X	EM. (8 count)
56	M&V-12.1-8	Label Printer	X	(8 count)
	BSL-3 Suite - TB & Mycology Labs			
57	BSL3-1	BD BACTEC MGIT 960	X	EM.- (1 count)
58	BSL3-1.1	Printer	X	Printer/scanner Combo
59	BSL3-2	Microscope	X	(1 count)
60	BSL3-3	Refrigerator	X	EM.- (3 count)
61	BSL3-4	Air Incubator	X	(1 count)
62	BSL3-5	Flourescent Microscope	X	Added by UMC (1 count)
63	BSL3-6	Phase Contrast Microscope	X	Added by UMC (1 count)
64	BSL3-7	Multifuge XR4 Pro-Centrifuge	X	Added by UMC (1 count)
65	BSL3-7.1	EliTechGroup Aerospray Stainer/Cytocentrifuge	X	Added by UMC (1 count)
66	BSL3-7.2	Slide Heater (heat block)	X	Added by UMC (2 count)
67	BSL3-7.3	Uline Multi-lens Magnifier Lamp	X	Added by UMC (2 count)
68	BSL3-8	Air Inc. 42	X	EM.- (1 count)

69	BSL3-9	Air Inc. 37	X	EM.- (1 count)
70	BSL3-10	Bt Centrifuge	X	(1 count)
71	BSL3-11	Bt Incubator	X	(1 count)
72	BSL3-12	Maldi	X	(1 count)
73	BSL3-13	Sensititre	X	EM.- (1 count)
Drug Toxicology				
74	DT-1	Therm. Sci. Orbitrap Exploris GCMS	X	EM.- SAMHSA expansion needs a vent (2 count)
75	DT-2	LCMS	X	EM.- Needs a vent (2 count)
76	DT-3	Abbott Allinity ci	X	EM.- Needs a drain and water supply (2 count)
77	DT-4	Refrigerator for samples	X	(1 count)
78	DT-5	Freezer	X	(1 count)
79	DT-6	Water Polisher		(1 count)
Stem Cell Processing				
80	SCP-1	Sorval BP8 Centrifuge	X	(3 count)
81	SCP-2	Controlled Rate Freezer - Planar, PLC KYRO 75D	X	EM.- (2 count)
82	SCP-3	Blood Cell Separator, Biosafe SEPAX 2	X	(2 count)
83	SCP-4	Spectra Optia Apheresis sys. OR Cobe Processor 2991	X	(2 count)
Freezer Farm				
84	Dry Ice Bin	Dry Ice Bin	X	
85	-20 Degree Freezer	-20 Degree Freezer	X	(6) total (which need EM. Power)
DIVISION 12				
86	Water Purifier		X	(1 count)
87	-20 Freezer - OFCI		X	(7 in Freezer Farm)

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other 501 (c) (3)
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name:		Nevada Health and Bioscience Asset Corporation				
(Include d.b.a., if applicable)		NHBC				
Street Address:		2275 Corporate Circle, Suite 220		Website: https://nevadahbc.org/		
City, State and Zip Code:		Henderson, NV, 89074		POC Name: James C. Waddoups Email: jwaddoups@fabianvancott.com		
Telephone No:		801-323-2242		Fax No: n/a		
Nevada Local Street Address: (If different from above)		1930 Village Center Circle, 3-805		Website: https://nevadahbc.org/		
City, State and Zip Code:		Las Vegas, NV 89134		Local Fax No: n/a		
Local Telephone No:		702-329-0423		Local POC Name: Kimberly Case-Nichols Email: kcase@nhbac.org		

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)
<u>Kris Engelstad</u>	<u>Community Director, Secretary</u>	<u> </u>
<u>Lindy Schumacher</u>	<u>Community Director, Treasurer</u>	<u> </u>
<u>MaryKaye Cashman</u>	<u>Community Director</u>	<u> </u>
<u>Andrew Artusa</u>	<u>Independent Director</u>	<u> </u>
<u>Dr. Anthony Marlon</u>	<u>Independent Director</u>	<u> </u>
<u>Dr. Robert McBeath</u>	<u>Independent Director</u>	<u> </u>
<u>James C. Waddoups</u>	<u>President / Chief Executive Officer</u>	<u> </u>
<u>Kimberly Case-Nichols</u>	<u>Chief Operating Officer</u>	<u> </u>

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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Kimberly Case-Nichols

Kimberly Case-Nichols

Signature

Print Name

Chief operating officer

3/12/2026 | 2:25 PM PDT

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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: Tentative Budget for FY 2027	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee review and receive feedback on the tentative FY 2027 Preliminary Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the tentative FY 2027 Preliminary Operating Budget.

Cleared for Agenda
March 18, 2026

Agenda Item #

13



FY 2027 Prelim Budget

AFC Meeting



FY 2026 PROJECTED KEY STATS



	FY26 Projection	FY26 Budget	Variance	%
APDs	224,139	221,888	2,251	1.00%
Total Admissions	24,228	24,501	(273)	(1.13%)
Observation Days	9,493	7,791	1,702	17.93%
AADC	614	608	6	0.99%
ALOS	5.66	5.54	0.13	2.22%
Hospital CMI	1.83	1.92	(0.08)	(4.55%)
Medicare CMI	2.00	2.08	(0.08)	(4.17%)
IP Surgery Cases	9,832	9,981	(149)	(1.52%)
OP Surgery Cases	8,322	8,147	175	2.10%
Total ER Visits	115,016	111,545	3,471	3.02%
Quick Care	191,902	231,236	(39,334)	(20.50%)
Primary Care	97,304	91,270	6,034	6.20%
OP Ortho Visits	42,814	31,769	11,045	25.80%
Deliveries	1,426	1,280	146	10.24%

FY 2026 PROJECTED INCOME STATEMENT SUMMARY



REVENUE	FY26 Projection	FY26 Budget	Variance	% Variance	
Total Gross Patient Revenue	\$6,002,058,994	\$5,723,720,970	\$278,338,024	4.86%	●
Adjusted Net Patient Revenue	\$658,572,616	\$684,797,235	(\$26,224,619)	(3.83%)	●
Supplemental Payments	\$361,098,723	\$360,141,227	\$957,496	0.27%	●
Net Patient Revenue	\$1,019,671,339	\$1,044,938,462	(\$25,267,123)	(2.42%)	●
Other Revenue	\$43,846,387	\$52,183,216	(\$8,336,829)	(15.98%)	●
Total Operating Revenue	\$1,063,517,726	\$1,097,121,678	(\$33,603,952)	(3.06%)	●
Net Patient Revenue as a % of Gross	16.99%	18.26%	(1.27%)		
EXPENSE	FY26 Projection	FY26 Budget	Variance	% Variance	
SWB	\$690,456,724	\$700,498,919	(\$10,042,195)	(1.43%)	●
Supplies	\$194,360,896	\$215,450,539	(\$21,089,643)	(9.79%)	●
All other Expenses	\$201,735,883	\$217,465,599	(\$15,729,717)	(7.23%)	●
Total Operating Expense	\$1,086,553,502	\$1,133,415,057	(\$46,861,555)	(4.13%)	●
INCOME FROM OPS	FY26 Projection	FY26 Budget	Variance	% Variance	
Total Inc from Ops	(\$23,035,777)	(\$36,293,379)	\$13,257,602	36.53%	●
Add back: Depr & Amort.	\$56,052,857	\$59,170,368	(\$3,117,511)	(5.27%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$33,017,080	\$22,876,989	\$10,140,091	44.32%	●
Operating Margin (w/Depr & Amort.)	3.10%	2.09%	1.02%		

Operating Revenue Variances

- **Adjusted Net Patient Revenue**
 - (\$26.2M) - Volume & Acuity (decrease in Admissions, decrease in CMI, decrease in IP surgeries, partially offset by increase in OP surgeries)
- **Supplemental Payments**
 - \$6.9M - Practitioner UPL increase
 - \$5.1M - UPL Increase
 - \$3.4M - Cost Report Settlement Increase
 - (\$8.2M) - Directed Payment Decrease
 - (\$6.3M) - MCO IME Program
- **Other Operating Revenue**
 - (\$15.1M) - Decrease in 340B revenue
 - \$7.2M - Increase in Cost Recovery (CSC County Subsidy)

Operating Expense Variances

- **SWB**
 - \$2.5M - Increase in Benefits
 - (\$2.8M) - Reduction in Overtime
 - (\$9.8M) - Labor Management
- **Supplies**
 - (\$16.8M) - Decrease in 340B drug expense
 - (\$3.8M) - Decrease in Implants

FY 2027 KEY ASSUMPTIONS



Gross Charges	<ul style="list-style-type: none">• FY 26 YTD Dec actual Gross Charges, annualized for 12 months and adjusted for volume• Strategic Service Line initiatives included in budget• 5% CDM increase effective July 1, 2026• Payor mix determined by insurance plan and patient type (IP Hosp, OP Hosp, QC, PC, and various employed physician models) utilizing Epic data Jul 25 – Dec 25
Net Revenue	<ul style="list-style-type: none">• Net Revenue calculated per IP admission, per IP day, or per OP Visit and per anesthesia unit or wRVU (for employed physician models)<ul style="list-style-type: none">• NR based on Payor reimbursement, utilizing closed accounts Jul 25 – Dec 25• OP Hosp, QC & PC separately• Physician PB billing included by specialty• Federal Supplemental Payments built separately into budget
Expenses	<ul style="list-style-type: none">• SWB: COLA, Merits, overtime, Contract Labor• Built in HealthTrust inflationary projections for Supplies by major category• Strategic Service Line initiatives included

Strategy	Action Items
<p>Patient Throughput and Care Experience</p>	<ul style="list-style-type: none"> • Launched patient throughput SWAT Team to address discharge delays and capacity constraints <ul style="list-style-type: none"> • Executive oversight by CNO, CFO, COO, and Physician Advisor to drive accountability and rapid decision-making • LOS optimization, utilization management, and denial reduction efforts • Payer meetings to share outcomes and value of UMC/UNLV Hospitalists performance • Implemented Auto Review to improve accuracy and reduce avoidable denials • Enhanced One Call Transfer Center to streamline intake, improve access, and support growth • Deployed standardized patient pathways and dialysis patient navigation to transition care safely to outpatient settings and free inpatient capacity • OR throughput and surgical scheduling efficiency • Weekly block utilization reviews and streamlined same-day scheduling to improve efficiency • First Case On Time Start for Operating Room and IR • COO and CNO partnering with Anesthesia Med Director to expand available operating room

Strategy	Action Items
MIT (Margin Improvement Team) Expense Reduction Plan Goal of at least \$5M	<ul style="list-style-type: none"> • Workforce alignment to volume (SWB) • Manage SWB consistent with volume utilizing UMC Productivity Tools • MD screeners redeployed to work on inpatient floor • OR/IR efficiency improvements (FCOT, block utilization) • AI-enabled productivity (Epic, Commure)
Supply Chain & Purchased Services Optimization	<ul style="list-style-type: none"> • Dedicated IT support for inventory management transition • Orthopedic Surgeon working with COO and CFO on vendor contracting for implants • Maximization of HPG contracts, and enhanced supply utilization controls • Reprocessing of EP supplies with expected savings of up to \$1M per year
Revenue Protection	<ul style="list-style-type: none"> • Vendor revenue cycle review – BDO Vendor • Denials SWAT • Medicaid IME - Supplemental payment pursuit and Managed care rate increases • Experian Patient Access Curator • Physician documentation education utilizing specialized software • Medicare Wage Index Optimization / Urban-Rural Reclassification

Strategy	Action Items
Launch 24-Hour Nurse UMC One Call Program	<ul style="list-style-type: none"> • 24-Hour Nurse Call through Provide continuous nurse-led triage and post-discharge support • Ensure patients are directed to the right care setting • Schedule primary care appointments follow-up appointment at UMC Primary Care
24 Hour-Quick Care	<ul style="list-style-type: none"> • 24-hour Quick Care, estimated opening fall 2026 • Completely new model staffing • QC, Telehealth, Adolescences, Workman’s Comp, and follow-up care
Orthopedics Services	<ul style="list-style-type: none"> • Maximize Orthopedic Practice throughput • Launch Sports Medicine Marketing Campaign • Explore launching OP Physical Therapy • Explore additional orthopedic office space if warranted

Strategy	Action Items
Strategic Growth Initiatives for Cardiology	<ul style="list-style-type: none"> • Monthly Leadership Meetings with the Cardiologist and the President of the group <ul style="list-style-type: none"> • Enhance the latest technology in Cardiovascular Arena • Relaunch ECMO service line to support critical care and advanced cardiac interventions • Expand vascular services within the Cath Lab to drive higher-acuity case volumes • Achieve a Comprehensive Cardiac Center of Excellence designation
Liver Care Program	<ul style="list-style-type: none"> • Soft opening October 2025, 50 Patients to date • 1 NP seeing patients, Offer out for Per Diem Hepatologist

Strategy	Action Items
Laboratory Expansion March 2027	<ul style="list-style-type: none"> • Confirmatory Drug Testing • Histocompatibility Laboratory: Transplant Testing • Blood Donor Center & Blood Processing Center by Vitalant
GME July 2026	<ul style="list-style-type: none"> • Sponsoring institution and Radiology Residency Program • Pursue Potential Grant Funding for the Program
Outpatient Pharmacy January 2027	<ul style="list-style-type: none"> • Protects 340B Program • Meds to Beds Improve Patient Experience • Available for Employees and Patients

FY 2027 BUDGET INITIATIVES



FY2027 Budget Initiatives	Visits	Scripts	Resident FTEs	Gross Rev	Net Rev	Other Revenue	Expenses	Income from Ops
Lab Expansion						\$250,000	\$623,011	(\$373,011)
OP Pharmacy		13,207				\$2,147,899	\$1,661,546	\$486,353
24- Hour QuickCare	60,335			\$42,234,152	\$9,713,855		\$7,961,720	\$1,752,135
Liver Care Clinc	2,738			\$3,330,811	\$607,680		\$422,066	\$185,613
Residency (Radiology)			4.0				\$847,968	(\$847,968)
Total Impact	63,073	13,207	4.0	\$45,564,963	\$10,321,535	\$2,397,899	\$11,516,311	\$1,203,123

FY 2027 BUDGET KEY STATS



	FY27 Budget	FY26 Projection	Variance	%
APDs	220,415	224,139	(3,725)	(1.66%)
Total Admissions	24,470	24,228	242	1.00%
Observation Days	9,493	9,493	-	0.00%
AADC	604	614	(10)	(1.65%)
ALOS	5.48	5.66	(0.18)	(3.19%)
Hospital CMI	1.83	1.83	-	0.00%
Medicare CMI	2.00	2.00	-	0.00%
IP Surgery Cases	10,127	9,832	295	3.00%
OP Surgery Cases	8,572	8,322	250	3.00%
Total ER Visits	115,016	115,016	-	0.00%
Quick Care	252,314	191,902	60,412	31.48%
Primary Care	97,304	97,304	-	0.00%
OP Ortho Visits	42,814	42,814	-	0.00%
Deliveries	1,441	1,426	15	1.05%

FY 2027 BUDGET INCOME STATEMENT SUMMARY



REVENUE	FY27 Budget	FY26 Projection	Variance	% Variance	
Total Gross Patient Revenue	\$6,196,753,787	\$6,002,058,994	\$194,694,793	3.24%	●
Adjusted Net Patient Revenue	\$687,910,879	\$658,572,616	\$29,338,263	4.45%	●
Supplemental Payments	\$364,171,712	\$361,098,723	\$3,072,989	0.85%	●
Net Patient Revenue	\$1,052,082,591	\$1,019,671,339	\$32,411,252	3.18%	●
Other Revenue	\$44,529,063	\$43,846,387	\$682,676	1.56%	●
Total Operating Revenue	\$1,096,611,654	\$1,063,517,726	\$33,093,928	3.11%	●
Net Patient Revenue as a % of Gross	16.98%	16.99%	(0.01%)		

EXPENSE	FY27 Budget	FY26 Projection	Variance	% Variance	
Total Operating Expense	\$1,148,356,650	\$1,086,553,502	\$61,803,148	5.69%	●

INCOME FROM OPS	FY27 Budget	FY26 Projection	Variance	% Variance	
Total Inc from Ops	(\$51,744,996)	(\$23,035,777)	(\$28,709,220)	(124.63%)	●
Add back: Depr & Amort.	\$59,764,701	\$56,052,857	\$3,711,844	(6.62%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$8,019,705	\$33,017,080	(\$24,997,376)	(75.71%)	●
Operating Margin (w/Depr & Amort.)	0.73%	3.10%	(2.37%)		

Operating Revenue Variances

- **Adjusted Net Patient Revenue \$29.3M**
 - \$10.3M - Strategic Service Line Initiatives
 - \$13.7M - Rate Improvements
 - \$5.3M - Medicare Wage Index Optimization
- **Federal Supplemental Payments \$3.1M**
 - \$8.1M - MCO IIME increases (FY26 includes only one quarter)
 - \$7.3M - Directed Payment increases (volume and ACR adjustments)
 - (\$964K) - IAF decrease due to overall program reduction
 - (\$2.2M) - Practitioner UPL decreases (out of period payments not to repeat)
 - (\$2.8M) - Cost Report Settlement (offset by increased bi-weekly pass-thru payments)
 - (\$6.3M) - Other program decreases (HR 1 reduced Medicaid Enrollment)

NATIONAL HOSPITAL EXPENSE GROWTH TRENDS



“ The American Hospital Association's annual *Costs of Caring* report found hospital expenses grew 7.5% in 2025, more than twice the rate of growth in hospital prices, driven by drug costs, workforce spending, and rising patient acuity. ”

Hospital Expense Growth in 2025



UMC Price Growth

2.5%

UMC Workforce
Expense Growth

5.5%

UMC Overall
Expense Growth

4.1%

UMC Supplies
Expense Growth

(0.9%)

UMC Drug
Expense Growth

(8.2%)

FY 2027 BUDGET SWB



	FY27 Budget	FY26 Projection	Variance	% Variance	
Salaries	\$480,009,996	\$456,398,601	\$23,611,395	5.17%	●
Benefits	\$227,189,119	\$208,993,743	\$18,195,376	8.71%	●
Overtime	\$8,722,300	\$8,352,702	\$369,598	4.42%	●
Contract Labor	\$11,379,318	\$16,711,677	(\$5,332,359)	(31.91%)	●
TOTAL	\$727,300,733	\$690,456,724	\$36,844,009	5.34%	●
OT as % of Salaries	1.82%	1.83%	(0.01%)		●
Total Paid FTEs	3,921	3,937	(16)	(0.40%)	●
SWB per FTE	\$185,480	\$175,373	\$10,106	5.76%	●
SWB/APD	\$3,300	\$3,080	\$219	7.12%	●
SWB % of Net	69.13%	67.71%	1.42%		●
AEPOB	6.45	6.41	0.03	0.52%	●

SWB Influences

- Estimated Wage Adjustments
- Updated Physician FMV
- Strategic Service Line Business/Expansion
- Reduced reliance on Contract labor
- Labor Management



FY 2027 PRELIM BUDGET SWB VS FY 2026 PROJECTED



SWB/APD Itemized	
FY26 Projected SWB/APD	\$3,080
COLA (2.7%) Impact Effective 7/1/2026	\$75
Physician FMV / Salary Adjustments	\$59
Merit (2.9%) Impact Merit based on anniversary date	\$54
QuickCare Plus New Department	\$34
Resident Radiology New Program, including 5 FTEs to support program	\$22
NBHC Lab New Department	\$1
OP Pharmacy New Department	\$1
Contract Labor Reduction/Labor Management	(\$50)
FY27 SWB/APD Prelim Budget	\$3,277
Unexplained Variance Per APD	(\$1)



FINANCIAL IMPACT OF MAINTAINING SWB EQUAL TO FY 2026



FY 2027 Budgeted FTEs Over FY 2026 Projected SWB/APD		
FY 2027 Budgeted SWB/APD	\$3,275	
FY 2026 Projected SWB/APD	\$3,080	
Variance per APD	\$195	= <i>[Bud SWB/APD] - [Proj SWB/APD]</i>
FY 2027 Budgeted APDs	222,047	
Budgeted Variance to FY 2026	\$43,288,121	= <i>[Variance Per APD] * [Proj APDs]</i>
FY 2027 Budgeted SWB per Paid FTE	\$185,480	
FTEs Over Projected SWB/APD	233.4	= <i>[Bud Var to Proj] / [Bud SWB per Paid FTE]</i>

FY 2027 BUDGET EXPENSES



	FY27 Budget	FY26 Projection	Variance	% Variance	
Salaries, Wages, and Benefits	\$727,300,733	\$690,456,724	\$36,844,009	5.34%	●
Professional Fees	\$35,722,555	\$32,263,884	\$3,458,671	10.72%	●
Supplies	\$204,366,560	\$194,360,896	\$10,005,664	5.15%	●
Purchased Services	\$82,750,013	\$79,677,297	\$3,072,716	3.86%	●
Depreciation	\$36,187,809	\$33,344,653	\$2,843,156	8.53%	●
Amortization	\$23,576,892	\$22,708,204	\$868,688	3.83%	●
Repairs & Maintenance	\$12,068,331	\$11,453,003	\$615,328	5.37%	●
Utilities	\$7,400,633	\$6,919,044	\$481,589	6.96%	●
Other Expenses	\$17,039,622	\$14,017,882	\$3,021,741	21.56%	●
Rental/Leases	\$1,943,500	\$1,351,916	\$591,584	43.76%	●
Total Expenses	\$1,148,356,648	\$1,086,553,502	\$61,803,146	5.69%	●

Operating Expense Variances

- **Professional Fees**
 - \$3.5M - Radiology (replacing Contract Labor)
- **Supplies**
 - \$8.7M - Supplies increase due to inflation and volume
 - \$1.4M - Strategic Service Line Initiatives
- **Purchased Services**
 - \$878K - Increases in Janitorial, landscaping and pest control services due to new properties
 - \$257K - EPIC Support (FY26 included a credit not to repeat in FY27)
 - \$234K - Legal services
 - \$193K - Pre-collection services
 - \$171K - Provider dictation services
- **Utilities**
 - \$454K - Rate increases and new properties
- **Other**
 - \$3.2M - MCO IME IGT
- **Rental/Leases**
 - \$360K - 24-Hour QuickCare
 - \$262K - Lab Expansion

FY 2027 BUDGET VARIANCE MARGIN



REVENUE	FY26 Projection	FY25 Actual	Variance
Total Net Revenue	\$1,063,517,726	\$1,042,940,205	\$20,577,521
EBITDA	\$33,017,080	\$50,232,421	(\$17,215,341)
Variance Margin			(83.66%)

REVENUE	FY27 Budget	FY26 Projection	Variance
Total Net Revenue	\$1,096,611,654	\$1,063,517,726	\$33,093,928
EBITDA	\$8,019,705	\$33,017,080	
Expected EBITDA	\$5,330,400		(\$27,686,680)

Variance from Expected	\$2,689,305	
Supplemental Payment Programs	\$3,072,989	Net variance of all Supplemental Payment programs.
Unexplained Variance	(\$383,685)	



**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	
<p>Recommendation:</p> <p>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></p>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
March 18, 2026

Agenda Item #

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