Governing Board Audit and Finance Committee Meeting

Delta Point Building - Emerald Conference Room - 1st Floor

Thursday, November 12, 2026 2:00 p.m.

901 Rancho Lane

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
November 12, 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 October 21, 2026. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive and recommend for acceptance by the Governing Board the Fiscal Year 2026 Basic Financial Statements from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

5. Receive a presentation on a patient moving through the revenue cycle system, including AI opportunities; and direct staff accordingly. *(For possible action)*

6. Receive a presentation on uncompensated care for all Las Vegas hospitals; and direct staff accordingly. *(For possible action)*

7. Receive an update from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

8. Receive and recommend for approval by the Governing Board the Agreement with P+W Nevada, Inc. D/B/A Perkins & Will for Architectural Services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Fourth Amendment to the Agreement for Landscaping Services with Brightview Landscape Services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Equipment Schedule No. 020 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

11. 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
October 21, 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
Christian Haase (via Teams)
Mary Lynn Palenik

Absent:
None

Others Present:
Mason Van Houweling, Chief Executive Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Doug Metzger, Controller
Susan Pitz – General Counsel
Lia Allen, Assistant General Counsel – Contracts
Stephanie Ceccarelli, Governing 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 held on September 22, 2026. *(For possible action)*

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

ITEM NO. 3 Approval of Agenda *(For possible action)*
A motion was made by Member Noonan to approve the agenda as presented. Motion carried by unanimous vote.

DRAFT

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive monthly and year-to-date financial report for September FY27; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- September FY27 Financial Report

DISCUSSION:
Jennifer Wakem, Chief Financial Officer, presented the financials for September.

Key indicators for the month were reviewed and compared to budget and prior year. Admissions for September were below budget 3%. Average daily census was 377. Hospital CMI was 1.79 and Medicare CMI was 1.88.

Inpatient surgery cases were strong for the month, a record high with 899 cases, and outpatient cases were 40 cases above budget. There were 17 transplants.

ER visits were 435 cases above budget. Approximately 20.5% were admitted. The ED to observation rate was 7.42%. Quick care volume was down 263 cases, and primary care is down 39%.

Ortho clinic visits were down 160 cases and there were 111 deliveries. The Crisis Stabilization Center saw 451 cases.

In payor mix trended, commercial dropped 1.4%, Medicaid was down 1.22%, and self-pay was up. There has been changes in eligibility applications for those applying for Medicaid. A brief discussion ensued regarding the increase in self-pay and the impacts of H.R.1.

Member Noonan asked whether bad debt should be reviewed by the committee. Ms. Wakem responded that it is being closely monitored, as well as the authorizations.

The September income statement showed net patient revenue, $2.8 million above budget. Other revenue was on budget. Total operating revenue was above budget $2.7 million. Operating expenses were above budget $2.4 million. EBITDA was $323K on a budget of $94K.

Chair Hagerty would like to know the overall cost of providing safety net services. Ms. Wakem added that an uncompensated care report is provided to the State annually.

Year-to-date EBITDA was $5.1 million on a budget of $845K.

In SWB, labor was over budget by $1.4 million. Paid FTEs were over budget. Overtime was up 46%. Key drivers of increases in overtime and contract labor is due to staff call-offs and FMLA.
All other expenses were over budget due to surgical and pharmaceutical supplies.

Key financial indicators were reviewed across profitability, labor, liquidity, and cash collections. Profitability and labor were in the red. Days cash on hand was just under 2 months. Cash collection's goal was reached in the business office, but point-of-service collections fell short of reaching their goals.

Organizational goals were reviewed. Only one of the three goals was met. Management has initiated initiatives to help improve surgical volumes.

The cash flow statement showed that approximately $74 million was received during the month. Approximately $111 million remains outstanding in supplemental payments.

Lastly, Ms. Wakem briefly reviewed the balance sheet highlights. A discussion then followed on when the supplemental payments are received and how they are recorded.

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:

Crisis Stabilization Center:
Leadership would like to convert the PSA into employed FTEs. Ms. Wakem explained how this would provide a cost savings for the hospital. The committee was in agreement to this adjustment.

Managed Medicaid:
Beginning January 2027, managed Medicaid will include a quality component in the agreement as a CMS requirement.

BDO Auditors:
The BDO Auditors are almost complete with the financial statements, and this should be completed by the end of the week.

DSH Audit:
The DSH Audit is almost finalized. The final report for FY23 should be received by the end of the month. This will be UMC's final DSH Audit.

County RFP for new ERP:
The RFP has been completed. This is a 2-year project to switch from the SAP program to Oracle.

Claims Lifecycle:
The lifecycle of claims will be presented in November in partnership with IT, detailing how AI will be implemented.

November Audit and Finance Meeting:
The November meeting will be held on Thursday, November 12th. October financials will not be considered during the month.

FINAL ACTION TAKEN:
None taken

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

DOCUMENTS SUBMITTED:
- Facility Agreement – Amendment 7 - Redacted
- Disclosure of Ownership

DISCUSSION:
This amendment will allow UMC to realize reimbursement rates and adjust Medicare payment rates retroactively. All other terms in the agreement are unchanged.

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. 7 Review and recommend for approval by the Governing Board the Amendment Thirteen to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Agreement - Amendment 13 - Redacted
- Disclosure of Ownership

DISCUSSION:

This request will amend the compensation schedule to add reimbursement for hospitalist services, effective November 1st through the term of the agreement. All other terms of the agreement shall remain in full force and effect.

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. 8 Review and recommend for ratification by the Governing Board the First Amendment to Ancillary Provider Participation Agreement and the First Amendment to Facility Participation Agreement with UnitedHealthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Facility Participation Agreement
- Ancillary Provider Participation Agreement – Amendment 1
- Disclosure of Ownership

DISCUSSION:
This is a ratification to extend the agreement through December 31st, as a new agreement is being negotiated.

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

ITEM NO. 9 Review and recommend for approval by the Governing Board, the Agreement with UNLV Health for colonoscopy services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Agreement for Colonoscopy Services
- Disclosure of Ownership

DISCUSSION:

This agreement is for UNLV Health to perform colonoscopy services for firefighters. Colonoscopy procedures will be performed by UNLV physicians at UMC's Ambulatory Surgical Center. This is a one-year term with termination without cause upon 60-days' notice. A brief discussion ensued regarding the expense related to this service.

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 approval by the Governing Board the Sixth Amendment to the Master Services Agreement with Savista, LLC for Coding and Auditing Services; authorize the Chief Executive Officer to exercise the renewal options and execute future Amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Master Services Agreement – Amendment 6
- Disclosure of Ownership

DISCUSSION:
This is a request to extend the Coding Interim Services for an additional year, with two 12-month auto-renewal options. All other terms and conditions remain the same.

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. 11 Review and recommend for award by the Governing Board, the Bid No. 2026-10, UMC MLK Warehouse Remodel Project, PWP # CL-2026-501, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Notice of Award
- Disclosure of Ownership

DISCUSSION:
The notice of bid was published and there were 8 respondents. Monument construction was the lowest most responsive bidder to provide renovation work for warehouse space. Staff recommends award to Monument.

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. 12 Review and recommend for award by the Governing Board, the Bid No. 2026-05, UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project, PWP # CL-2026-481, to Starke Enterprise, LLC, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Notice of Award
- Disclosure of Ownership

DISCUSSION:

A request for bid was published for the construction of a new pharmacy in an existing area of the main hospital. We received 7 respondents. The lowest and most responsive bidder was Starke Enterprise, LLC. Staff recommends award of bid to Stark Enterprise. The project construction period is no more than 180 days. UMC may terminate immediately upon notice. There was a brief discussion regarding the bidding and selection process.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Receive a presentation on the Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; review and recommend the Lease Agreement for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Lease Agreement
- Disclosure of Ownership

DISCUSSION:

The lease is revised from the prior version was submitted for approval to the Governing Board. The landlord will now provide replacement or repair of HVAC and humidification systems on the premises and UMC will have an opportunity to inspect and approve the repairs and/or replacements prior to the start date. All other terms of the agreement remain the same.

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

SECTION 3: EMERGING ISSUES

ITEM NO. 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)*

The Committee would like a review of the following:

1. A report of all uncompensated care provided to hospitals in Southern Nevada.
2. List of vendors that assist in the revenue cycle process, including collections.

FINAL ACTION TAKEN:
None

At this time, Chair Hagerty asked if there were any public comments 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 3:15 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:	**Audit Report of Fiscal Year Ending June 30, 2026**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Audit and Finance Committee receive and recommend for acceptance by the Governing Board the Fiscal Year 2026 Basic Financial Statements from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. ***(For possible action)***

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 for the Fiscal Year Ending June 30, 2026. The basic financial statements present fairly, in all material respects, the financial position of the Hospital as of June 30, 2026, and the results of its operations and its cash flows for the years then ended, in conformity with the Generally Accepted Accounting Principles in the United States. All recommendations from the auditor will be addressed.

Representatives from the auditing firm will be present at the meeting to answer any questions concerning the audit report.

Cleared for Agenda
November 12, 2026

Agenda Item #

4



REPORT TO THOSE CHARGED WITH GOVERNANCE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

2026 AUDIT RESULTS
YEAR ENDED JUNE 30, 2026

Welcome

BDO USA, P.C.
8548 Rozita Lee Ave., Suite 300
Las Vegas, NV 89113
Tel.: 702-784-0000
www.bdo.com

October 23, 2026

Those Charged With Governance
University Medical Center of Southern Nevada

We look forward to discussing with you the current year audit results for University Medical Center of Southern Nevada (the Hospital). On October 9, 2026. we presented an overview of our plan for the audit of the financial statements of the Hospital as of and for the year ended June 30,2026.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the Hospital's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters to assist you in fulfilling your obligation to oversee the financial reporting and disclosure process for which management of the Hospital is responsible.

We are pleased to be of service to the Hospital and look forward to meeting with you on November 12, 2026, to discuss 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.

Your Client Service Executive Team



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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 the Hospital, and is not intended and should not be used by anyone other than these specified parties.

Executive Summary

Executive Summary

- **Results of Our Audit**
  - Overview and Status - we completed our audit work with respect to the financial statements for the year ended June 30, 2026.
  - Quality of the Hospital's Financial Reporting
  - Significant Risk Overview & Discussion
  - Corrected and Uncorrected Misstatements
  - Internal Control Over Financial Reporting
- **Required Communications**
- **Open Discussion and Questions**



Required Communications Dashboard

Professional standards require that we communicate the following matters to those charged with governance. We have indicated in the table below where these communications are included within this report or in previous communications, as well as which matters warrant discussion during this meeting.

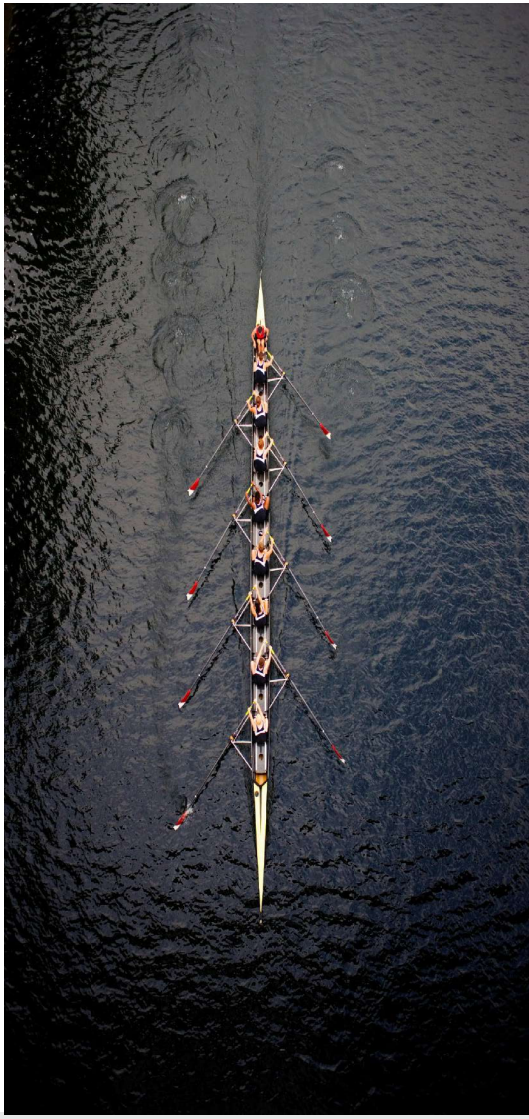
Topic	Matters to Discuss	Topic	Matters to Discuss
Independence	NO	Significant Matters Identified by Component Auditors	NO
Overall Strategy, Timing of the Audit, & Significant Risks	NO	Difficult or Contentious Matters for Which We Consulted Outside the Engagement Team	NO
Significant Changes to the Overall Audit Strategy, Significant Risks, or Planned Use of Others	NO	Consultation with Other Accountants	NO
Use of Internal Audit	NO	Going Concern	NO
Use of Other Auditors and Persons Not Employed by BDO USA, P.C.	NO	Uncorrected and Corrected Misstatements	NO
Information from Those Charged with Governance	NO	Departure from the Auditor's Standard Report(s)	NO
Significant Accounting Practices, Policies, Estimates & Disclosures	NO	Disagreements with Management	NO
Significant Unusual Transactions	NO	Difficulties Encountered in Performing the Audit	NO
Quality of Financial Reporting	NO	Other Matters	NO
New Accounting Pronouncements Not Yet Effective	NO	Related Parties	NO
Alternative Accounting Treatment	NO	Internal Control Matters	NO
Nature and Extent of Specialized Skills or Knowledge Needed Related to Significant Risk	NO	Subsequent Events	NO
Other Information in the Annual Report	NO		

Audit Results

Overview & Status of Our Audit

We completed our audit of the financial statements as of and for the year ended June 30, 2026. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*.

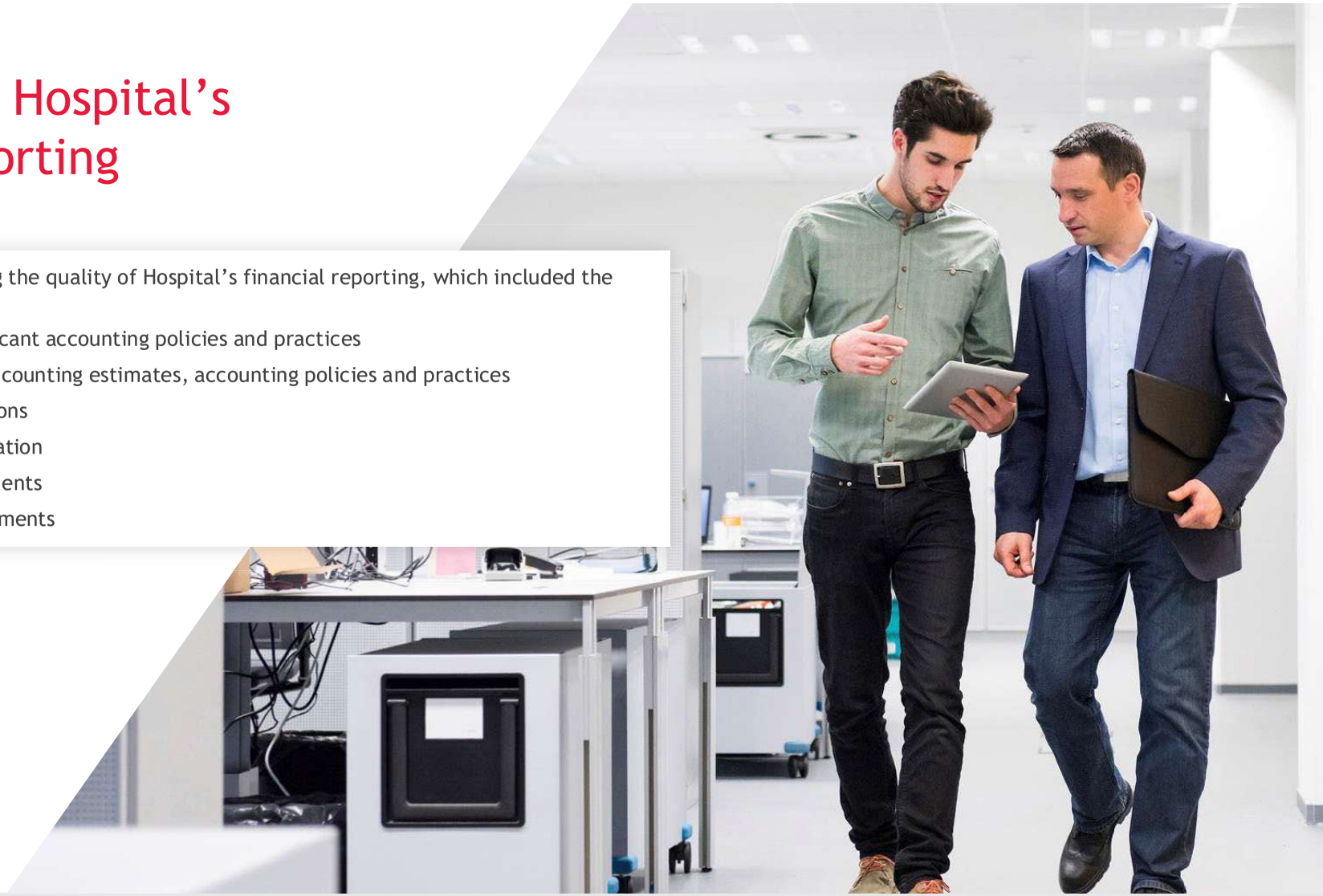
- The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- The scope of the work performed was substantially the same as that described to you in our earlier Audit Plan communications.
- We issued an unmodified opinion on the financial statements and released our report on October 23, 2026.
- Our responsibility for other information in documents containing the Hospital'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 Hospital 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.
- Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of Hospital personnel throughout the course of our work.



Quality of the Hospital's Financial Reporting

A discussion was held regarding the quality of Hospital'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



Areas of Significant Risk

Our areas of significant risk, which are risks with both a higher likelihood of occurrence and a higher magnitude of effect that require special audit considerations, are as follows.

- Management Override of Controls
- Patient Accounts Receivable risk
- Patient Revenue risk

Corrected and Uncorrected Misstatements

- There were no corrected or uncorrected misstatements, other than those that were clearly trivial, related to accounts and/or disclosures that we brought to the attention of management.

Internal Control Over Financial Reporting

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Hospital's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hospital's internal control. Accordingly, we do not express an opinion on the effectiveness of the Hospital's internal control.

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 be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the Hospital's internal control over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Control Deficiency	A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Hospital's financial statements will not be prevented or detected and corrected on a timely basis.

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

Detail of Significant Accounting Practices, Policies, Estimates and Disclosures

Significant Accounting Practices (including Policies, Estimates, and Disclosures)

ACCOUNTING PRACTICES, POLICIES, ESTIMATES, AND DISCLOSURES

The following summarizes the more significant required communications related to our audit concerning the Hospital's accounting practices, policies, and estimates:

The Hospital's significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with the applicable financial reporting framework and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- A summary of recently issued accounting pronouncements is included in Note I to the Hospital's financial statements.
- There were no changes in significant accounting policies and practices during fiscal year 2026.

Critical accounting estimates are those that require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Hospital's critical accounting estimates, including a description of management's processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

Additional Required Communications

Other Required Communications

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

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 previously communicated to those 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 violations of laws or regulations; risk of material misstatements, including fraud risks; or tips or complaints regarding the Hospital's financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
Alternative accounting treatment	No alternative accounting treatments permissible under the applicable financial reporting framework for policies and practices related to material items were identified and discussed with management.
Significant unusual transactions	During the year ended June 30, 2026, we were not aware of any significant unusual transactions.

Other Required Communications (cont.)

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

Requirement	Discussion Point
Instances of Noncompliance with Laws and Regulations	In accordance with GAS, no matters that involve instances of noncompliance with laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements have been identified.
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 process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter attached.
Subsequent events	Subsequent to June 30, 2026, the Hospital approved the construction of a new parking garage facility. The project received Capital Committee approval on October 6, 2026, and is expected to cost approximately $48.0 million. Accordingly, the Hospital has entered into a significant capital commitment subsequent to fiscal year-end. Because the commitment was approved after June 30, 2026, no liability or related asset has been recognized in the Statement of Net Position as of June 30, 2026.

Other Required Communications (cont.)

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

Requirement	Discussion Point
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the Company'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 that we reasonably determined to be relevant to those charged with governance regarding their oversight of the financial reporting process.

Independence

Our engagement letter to you dated June 25, 2026, 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 Hospital with respect to independence as agreed to by the Hospital. 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.

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 September 30, 2025, that the system provides 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.



We will continue to provide you with updates on our progress. Currently, you may find discussion of BDO's system of quality management within our annual Audit Quality Reports, the most recent of which is accessible here.

CLICK HERE TO ACCESS IAASB ISQM-1 IN ITS ENTIRETY >

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Engagement Team Documentation of Discussion with TCWG

Meeting Date:	
Attendees:	
Summary of significant items discussed [or alternatively reference to memo(s) detailing the discussion(s)]:	



UMC
UNIVERSITY MEDICAL CENTER

BASIC FINANCIAL STATEMENTS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

YEARS ENDED JUNE 30, 2026 AND 2025

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

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Independent Auditor's Report

UMC Governing Board
University Medical Center of Southern Nevada
Las Vegas, Nevada

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of University Medical Center of Southern Nevada (the Hospital), a component unit of Clark County, Nevada as of and for the years ended June 30, 2026 and 2025, and the related notes to the financial statements, which collectively comprise the Hospital's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Hospital, as of June 30, 2026 and 2025, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Hospital and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Hospital's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Hospital's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Hospital's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Schedule of the Hospital's Proportionate Share of the Net Pension Liability Public Employees' Retirement System of Nevada, Schedule of Hospital's Contributions Public Employees' Retirement System of Nevada, and Schedule of Changes in Total

OPEB Liability and Related Ratios be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hospital's basic financial statements. The Statements of Revenues and Expenses, Budget to Actual Comparisons and Statements of Cash Flows Budget to Actual Comparisons are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying Statements of Revenues and Expenses, Budget to Actual Comparisons and Statements of Cash Flows Budget to Actual Comparisons is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 23, 2026 on our consideration of the Hospital's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Hospital's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Hospital's internal control over financial reporting and compliance.

BDO USA, P.C.

October 23, 2026

Management's Discussion and Analysis

This section of the annual financial report of the University Medical Center of Southern Nevada (the Hospital) presents background information and our analysis of the Hospital's financial performance during the fiscal years ended June 30, 2026, and 2025 which management believes is relevant for an understanding of our financial condition and results of operations. This discussion should be read in conjunction with the basic financial statements and the related notes included in this report. This discussion and analysis is designed to focus on current activities, resulting changes, and currently known facts. The financial statements, notes thereto, and this discussion and analysis are the responsibility of the Hospital's management.

Overview of the Financial Statements

This annual report consists of financial statements prepared in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis — for State and Local Governments* as amended by GASB Statement No. 37, *Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments: Omnibus* and GASB Statement No. 38, *Certain Financial Statement Note Disclosures*. These standards establish comprehensive financial reporting standards for all state and local governments and related entities.

The Hospital's financial statements are prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America as promulgated by the GASB. The Hospital is structured as a single enterprise fund with revenues recognized when earned, not when received. Expenses are recognized when incurred, not when paid. Capital assets are capitalized and are depreciated (except land and construction in progress) over their estimated useful lives. See the *Notes to Financial Statements* for a summary of the Hospital's significant accounting policies.

Following this discussion and analysis are the basic financial statements of the Hospital together with the notes, which are essential to a complete understanding of the data. The Hospital's basic financial statements are designed to provide readers with a broad overview of the Hospital's finances.

The *Statements of Net Position* presents information on all of the Hospital's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of the Hospital's financial position; however, other nonfinancial factors such as change in economic conditions, population growth, including uninsured and underinsured patients, and new or changed government legislation should also be considered.

The *Statements of Revenues, Expenses, and Changes in Net Position* presents information showing how the Hospital's net position changed during each year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will result in cash flows in future periods.

The *Statements of Cash Flows* relates to the flows of cash and cash equivalents. Consequently, only transactions that affect the Hospital's cash accounts are presented in this statement. A reconciliation is provided at the bottom of the *Statements of Cash Flows* to assist in the understanding of the difference between cash flows from operating activities and operating income or loss.

The Hospital is the public health care facility for Clark County, Nevada (the County). The Board of County Commissioners is, ex officio, the Board of Hospital Trustees, per Chapter 450 of the Nevada Revised Statutes. The seven-member Board of Commissioners is elected from geographic districts on a partisan basis for staggered four-year terms. Commissioners elect a chairperson who serves as the Commission's presiding officer. In 2014 the Commissioners created the UMC Governing Board and selected nine individuals from the community to serve on the board. The UMC Governing Board provides oversight of the Hospital and reports back to the Board of Hospital Trustees.

In accordance with GASB Statement No. 14, *The Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, the Hospital's financial statements are included, as a blended component unit, in the County's Annual Comprehensive Financial Report (ACFR). A copy of the ACFR can be obtained from Anna Danchik, Comptroller, 500 South Grand Parkway, Las Vegas, Nevada 89155.

Financial and Operating Highlights for Fiscal 2026

- Overall activity at the Hospital as measured by patient days adjusted for outpatient services (adjusted patient days) increased by 0.7% from prior year levels.
    - Hospital patient days decreased by 1.4% from the prior year.
    - Outpatient visits decreased by 3.3% from the prior year.

- The Hospital experienced loss from operations of $13.4 million, and total net position decreased by $3.7 million.
    - The Upper Payment Limit (UPL) and Indigent Accident Fund (IAF) revenues increased $6.0 million from the prior year to $111.7 million.
    - The Medicaid State Directed Payment (MSDP) revenues decreased $0.2 million from the prior year to $244.7 million.

- Total operating revenues increased by 3.1% to $1,075 million.
- Operating expenses, including other postemployment benefits (OPEB) and provision for NPL (GASB 68), increased by 3.3% to $1,089 million as compared to the prior year.

- Total employee full-time equivalents (FTEs) decreased by 44, or 1.1%, from prior fiscal year.

- The Hospital invested $97.0 million in the following capital acquisitions:
  - Revitalize Façade Project
  - 300 South Martin Luther King Boulevard Building
  - Detention Center at UMC
  - 5755 E. Charleston Buildout
  - Phone System Upgrade
  - Anesthesia Machines

Financial and Operating Highlights for Fiscal 2025

- Overall activity at the Hospital as measured by patient days adjusted for outpatient services (adjusted patient days) increased by 2.9% from prior year levels.
  - Hospital patient days increased by 1.0% from the prior year.
  - Outpatient visits decreased by 1.7% from the prior year.

- The Hospital experienced loss from operations of $11.0 million, and total net position increased by $4.8 million.
  - The Upper Payment Limit (UPL) and Indigent Accident Fund (IAF) revenues decreased $12.3 million from the prior year to $105.6 million.
  - The Medicaid State Directed Payment (MSDP) revenues increased $13.5 million from the prior year to $245.0 million.
  - Total operating revenues increased by 7.3% to $1,043 million.
  - Operating expenses, including other postemployment benefits (OPEB) and provision for NPL (GASB 68), increased by 5.6% to $1,054 million as compared to the prior year.

- Total employee full-time equivalents (FTEs) increased by 96, or 2.5%, from fiscal 2024.

- The Hospital invested $36.8 million in the following capital acquisitions:
  - Ventilator Replacements
  - DaVinci 5 Single Console System
  - Ortho Clinic Phase 2

- Cath Lab # 3 Imaging Equipment
- Hospital Wide Computer Refresh

Financial Analysis of the Hospital for June 30, 2026 and 2025

In fiscal 2026, net position decreased $3.7 million to a deficit of $200.0 million, from a deficit of $196.4 million in fiscal 2025, primarily due to loss from operations, being offset by contributions from the County.

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A summary of the Hospital's Statements of Net Position as of June 30, 2026, and 2025 is presented in Table 1 below:

Table 1
Condensed Statements of Net Position (Deficit)
(In Thousands)

	2026	2025
Current assets	$ 385,258	$ 381,079
Restricted and other assets	64,124	65,813
Capital assets	368,890	368,692
Total assets	$ 818,272	$ 815,584
Deferred outflows of resources	334,662	354,903
Current liabilities	169,111	164,828
Long-term debt outstanding (a)	2,958	-
Other liabilities (b)	913,466	978,084
Total liabilities	1,085,535	1,142,912
Deferred inflows of resources	267,431	223,949
Net investment in capital assets	289,924	302,211
Restricted	5,438	4,476
Unrestricted (deficit)	(495,394)	(503,061)
Total net position (deficit)	(200,032)	(196,374)
Total liabilities, deferred inflows and net position (deficit)	$ 1,152,934	$ 1,170,487

(a) This is related to purchase of a warehouse agreement with County, not bond

(b) Other liabilities include the long-term portion of accrued benefits, self-insured liabilities, intergovernmental, lease payable, subscription payable, and net pension and OPEB liabilities.

Summary of Revenues, Expenses, and Changes in Net Position

The following table presents a summary of the Hospital's revenues and expenses for the years ended June 30, 2026, and 2025.

Table 2
Condensed Statements of Revenues, Expenses, and
Changes in Net Position
(In Thousands)

	2026	2025
Net patient revenues	$ 1,033,152	$ 993,620
Other operating revenues	42,166	49,320
Total operating revenues	1,075,318	1,042,940
Operating expenses before provision for OPEB and net pension liabilities	1,033,962	992,708
Depreciation and amortization	56,738	49,456
Provision for OPEB and net pension liabilities	(1,987)	11,763
Total operating expenses after provision for OPEB and net pension liabilities	1,088,713	1,053,927
Loss from operations	(13,395)	(10,987)
Nonoperating revenues, net	4,737	10,233
Transfers In	5,000	5,554
Change in net position	(3,658)	4,800
Total net position (deficit), beginning of year	(196,374)	(201,174)
Total net position (deficit), end of year	$ (200,032)	$ (196,374)

During fiscal 2026, and 2025, the Hospital derived approximately 99.4%, and 98.9% respectively, of its total revenues from operating revenues. Operating revenues include, among other items, revenues from the Medicare and Medicaid programs, the Clark County Social Services program, patients or their third-party carriers that pay for their care in the Hospital's facilities, and grant revenues.

Table 3 presents the relative percentages of gross charges billed for patient services by payer for the years ended June 30, 2026, and 2025.

Table 3
Payer Mix by Percentage

	2026	2025
Medicare	32 %	32
Medicaid, and self-pay	39	40
Commercial, HMO, PPO	23	22
Other	6	6
Total patient revenue	100	100

During fiscal 2026, and 2025, the Hospital derived 0.6%, and 1.09%, respectively, of its total revenues from interest income on its general funds, capital funds, restricted funds, debt service and malpractice funds. The Hospital's cash is deposited with the County Treasurer and funds in the custody of the County Treasurer are invested as a pool. Transfers in fiscal 2026, and 2025 include $5 million, and $5.6 million, respectively, in contributions from the County used primarily to defray operating, capital and debt service costs.

Fiscal 2026 Activity

In fiscal 2026, overall activity at the Hospital as measured by patient days adjusted for outpatient services increased by 0.7% to 226,286 compared to 224,610 in fiscal 2025. This increase was due primarily to a 16.9% increase in outpatient revenue, offsetting a 1.4% decrease on patient days.

In fiscal 2026, the Hospital had patient days and discharges of 137,649 and 23,854, respectively. This was a decrease of 1.4% and 0.6%, respectively, as compared to fiscal 2025. Outpatient and emergency visits were 471,361 or 3.3% below 2025 levels of 487,195. The decrease in outpatient volume occurred primarily due to a decrease in Primary Care and Quick Care registrations of 11.7%, being offset by an increase in emergency registrations of 5.0%.

In fiscal 2026, net patient revenue increased compared to fiscal 2025 by $39.5 million due primarily to charge price increase.

Excluded from net patient revenue are charges foregone for uncompensated and charity care patient services. Based on established rates, gross charges of $149,314,589 million were foregone during fiscal 2026, a 29% increase from fiscal 2025. The Hospital's level of uncompensated and charity care continues to reflect the Hospital's status as a safety net facility in the County.

In fiscal 2026, total operating expenses including OPEB and pension increased by $34.8 million, or 3.3%. The increase was mainly due to a $48.5 million increase in operating expense explained below and being offset by a $13.8 million decrease in OPEB and pension provision as a result of requirement from actuary reports.

In fiscal 2026, employee compensation and benefits increased $16.1 million, or 2.4%, primarily due to increases in physician pay, Technician & Specialist pay, call back pay, and a 12% increase in retirement contributions. The number of paid FTEs decreased by 1.1% from 3,978 in fiscal 2025 to 3,934 in fiscal 2026. There was a 2.6% cost of living increase in fiscal 2026, and 3% cost of living increase in fiscal 2025.

Professional fees for contracted physician services to provide coverage for emergency services, trauma services, and for indigent patients increased $3.2 million, or 11.4%, in fiscal 2026. This is primarily due to increase in Behavioral Health Services that we did not have in 2025.

In fiscal 2026 the cost of supplies increased by $0.4 million, or 0.2%, primarily due to increase in chargeable medical supplies and inventory price & clearing adjustment, being offset by decreases in cost related to implantables and pharmaceuticals.

Purchased services expense increased by $1.0 million or 1.1% in fiscal year 2026 primarily due to increases in purchasing professional consulting service and equipment repair & maintenance, being offset by decrease in other professional service.

Non-operating revenue (expense) consists of gain on the change of the investments, interest of capital leases and right to use subscriptions, and disposals of fixed assets.

The County contributed a total of $5.0 million to the Hospital in fiscal 2026 for additional capital equipment and hospital operation.

Net position decreased $3.7 million to a deficit of $200.0 million in fiscal 2026 primarily due to a loss from operations, being offset by contributions from the County.

Fiscal 2025 Activity

In fiscal 2025, overall activity at the Hospital as measured by patient days adjusted for outpatient services increased by 2.9% to 224,610 compared to 218,184 in fiscal 2024. This increase was due primarily to a 1.0% increase in patient days.

In fiscal 2025, the Hospital had patient days and discharges of 139,665 and 23,997, respectively. This was an increase of 1.0% and 3.1%, respectively, as compared to fiscal 2024. Outpatient and emergency visits were 487,195 or 1.7% below 2024 levels of 495,495. The decrease in outpatient volume occurred primarily due to a decrease in Primary Care and Quick Care registrations of 9.1%, being offset by an increase in emergency registrations of 2.0%.

In fiscal 2025, net patient revenue increased compared to fiscal 2024 by $67.0 million due primarily to improved patient volume.

Excluded from net patient revenue are charges foregone for uncompensated and charity care patient services. Based on established rates, gross charges of $115,733,984 million were foregone during fiscal 2025, a 7.7% increase from fiscal 2024. The Hospital's level of uncompensated and charity care continues to reflect the Hospital's status as a safety net facility in the County.

In fiscal 2025, total operating expenses including OPEB and pension increased by $55.4 million, or 5.6%. The increase was mainly due to a $90.1 million increase in operating expense explained below and being offset by a $34.9 million decrease in OPEB and pension provision as a result of requirement from actuary reports.

In fiscal 2025, employee compensation and benefits increased $74.8 million, or 12.9%, primarily due to increases in physician pay, paid time off to cover nursing shifts, and a 13% increase in retirement contributions. The number of paid FTEs increased by 2.5% from 3,882 in fiscal 2024 to 3,978 in fiscal 2025. There was a 3% cost of living increase in fiscal 2025, and 3% cost of living increase in fiscal 2024.

Professional fees for contracted physician services to provide coverage for emergency services, trauma services, and for indigent patients decreased $6.9 million, or 19.4%, in fiscal 2025. This is primarily due to reduced anesthesia service due to in-house service at the Hospital.

In fiscal 2025 the cost of supplies increased by $23.3 million, or 13.4%, primarily due to increases

in cost related to chargeable medical supplies and implantables.

Purchased services expense increased by $8.7 million or 9.9% in fiscal year 2025 primarily due to increases in purchasing professional service and software support and maintenance.

Non-operating revenue (expense) consists of gain on the change of the investments, interest of capital leases and right to use subscriptions, and disposals of fixed assets.

The County contributed a total of $5.6 million to the Hospital in fiscal 2025 for additional capital equipment and hospital operation.

Net position increased $4.8 million to a deficit of $196.4 million in fiscal 2025 primarily due to a loss from operations, being offset by contributions from the County.

Significant Capital Assets

During fiscal 2026 and 2025, the Hospital invested $97.0 million and $36.8 million, respectively, in a broad range of capital assets. Gross capital assets increased in fiscal 2026 due to an increase in capital projects including Revitalize Façade Project; 300 South Martin Luther King Boulevard Building; Detention Center at UMC; 5755 E. Charleston Buildout; Phone System Upgrade, and Anesthesia Machines.

The Hospital's fiscal 2027 capital budget included up to $38.9 million for capital projects, consisting of critical patient-related equipment replacement items, facility remodeling and repairs, IT software and infrastructure upgrades, operational equipment, and service line enhancements.

The Hospital is subject to several contracts and commitments relating to construction projects and services. These commitments are not expected to significantly affect the availability of fund resources for future use.

Long-Term Debt

At June 30, 2026 and 2025, the Hospital had no debt related to bond issuance on book due to final payoff in September 2023.

Economic Factors

The most recent unemployment statistics, as of September 02, 2026, indicated that the unemployment rate for the Las Vegas, Nevada metropolitan area was 5.4%, which was a 0.5% decrease from a year ago. The unemployment rate for the State of Nevada and the United States was 5.1% and 4.4%, respectively.

Inflationary trends in the County are comparable to the United States national indices.

All of these factors affected the fiscal year 2026 operating and financial performance. The focus of management in the near term is to develop a multi-year plan that will emphasize revenue generation, cost control, fiscal discipline, capital requirements, and financing in support of net asset stability and a focus on the core services provided to patients.

Contacting the Hospital's Financial Management

This financial report is designed to provide our citizens, customers, and creditors with a general overview of the Hospital's finances and to demonstrate the Hospital's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the Finance Department, University Medical Center of Southern Nevada, 1800 West Charleston Blvd., Las Vegas, Nevada 89102.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Net Position

	June 30 2026	2025
Assets		
Current assets:		
Cash and cash equivalents	**$ 163,189,148**	**$ 61,038,072**
Assets limited as to use, current portion	**1,927,144**	**5,950,338**
Patient receivables, net of allowance for uncollectible accounts of $198,765,370 in 2026 and $170,113,495 in 2025	**187,779,114**	**280,943,014**
Other receivables, net	**8,137,841**	**8,394,229**
Inventories	**16,870,293**	**19,374,223**
Prepaid expenses and other	**7,354,371**	**5,378,764**
Total current assets	**385,257,911**	**381,078,640**
Non-current assets:		
Assets limited as to use, net of current portion:		
Contributor or grantor restricted:		
Cash and cash equivalents	**4,319,961**	**4,342,520**
Grants receivable	**667,955**	**200,324**
Internally designated cash and cash equivalents	**60,981,440**	**67,139,150**
	65,969,356	**71,681,994**
Less amount required to meet current obligations	**(1,927,144)**	**(5,950,338)**
Total assets limited as to use, net of current portion	**64,042,212**	**65,731,656**
Land	**10,204,997**	**10,204,997**
Depreciable property and equipment, net	**277,829,165**	**214,725,973**
Construction in progress	**10,129,800**	**78,529,326**
Leased assets, net	**46,199,904**	**46,902,639**
Subscription assets, net	**24,526,000**	**18,329,005**
Deposits	**81,656**	**81,656**
Total assets	**$ 818,271,645**	**$ 815,583,892**
Deferred outflows of resources		
Related to pensions	**$ 274,550,660**	**$ 289,066,699**
Related to OPEB (postemployment benefits other than pensions)	**60,111,677**	**65,836,184**
Total deferred outflows of resources	**$ 334,662,337**	**$ 354,902,883**

(Continued)

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Net Position (continued)

	June 30 2026	June 30 2025
Liabilities, deferred inflows of resources and net position		
Current liabilities:		
Accounts payable	**$ 61,192,354**	**$ 73,383,182**
Accrued compensation and benefits	**64,495,018**	**59,091,072**
Other accrued expenses	**1,017,016**	**820,700**
Current portion of loans payable, related party	**2,916,941**	**–**
Current portion of Leases payable	**7,053,087**	**7,551,957**
Current portion of subscription payable	**13,471,114**	**9,405,787**
Due to related party	**10,932,389**	**7,317,595**
Current portion of self-insurance liability	**8,032,836**	**7,257,333**
Total current liabilities	**169,110,755**	**164,827,626**
Non -current liabilities:		
OPEB liability	**191,227,147**	**223,063,598**
Loans payable, related party, net of current portion	**2,958,121**	**–**
Lease payable, net of current portion	**41,456,438**	**40,800,092**
Subscription payable, net of current portion	**11,024,492**	**5,971,715**
Self-insurance liability, net of current portion	**10,988,438**	**10,059,138**
Intergovernmental liability	**20,517,756**	**21,511,629**
Net pension liability	**638,251,384**	**676,678,238**
Total liabilities	**1,085,534,531**	**1,142,912,036**
Deferred inflows of resources		
Related to lease	**372,387**	**27,805**
Related to pensions	**119,535,251**	**102,829,561**
Related to OPEB	**147,523,420**	**121,091,742**
Total deferred inflows of resources	**267,431,058**	**223,949,108**
Net position:		
Net investment in capital assets	**289,924,295**	**302,211,275**
Restricted:		
Donations, various programs	**2,722,948**	**2,201,900**
Research programs	**1,315,380**	**918,572**
Educational programs	**1,399,303**	**1,355,213**
	5,437,631	**4,475,685**
Unrestricted	**(495,393,533)**	**(503,061,330)**
Total net position	**$ (200,031,607)**	**$ (196,374,370)**

See accompanying notes.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Revenues, Expenses, and Changes in Net Position (Deficit)

	Years Ended June 30	
	2026	**2025**
Operating revenues:		
Net patient revenues (net of provisions for bad debts of $52,543,717 and $42,286,202 in 2026 and 2025, respectively)	**$ 1,033,152,024**	**$ 993,620,259**
Other operating revenues	**42,166,205**	**49,319,946**
Total operating revenues	**1,075,318,229**	**1,042,940,205**
Operating expenses:		
Nursing and other professional services	**784,740,480**	**754,063,013**
Administrative and fiscal services	**171,724,816**	**165,154,201**
General services	**77,497,086**	**73,490,570**
Depreciation and amortization	**56,737,713**	**49,455,802**
Total operating expenses	**1,090,700,095**	**1,042,163,586**
Income (loss) from operations before provision for OPEB and net pension liabilities	**(15,381,866)**	**776,619**
Provision for OPEB	**5,217,734**	**(102,650)**
Provision for net pension liabilities	**(7,205,126)**	**11,866,853**
Loss from operations	**(13,394,474)**	**(10,987,584)**
Nonoperating revenues (expenses):		
Gain on the change of the investments	**6,455,762**	**11,382,309**
Interest expense	**(1,958,928)**	**(1,062,148)**
Other nonoperating revenues (expenses)	**240,403**	**(87,177)**
Total nonoperating revenues (expenses)	**4,737,237**	**10,232,984**
Loss before transfers	**(8,657,237)**	**(754,600)**
Transfers in	**5,000,000**	**5,554,223**
Change in net position	**(3,657,237)**	**4,799,623**
Net position, beginning of year	**(196,374,370)**	**(201,173,993)**
Net position, end of year	**$ (200,031,607)**	**$ (196,374,370)**

See accompanying notes.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Cash Flows

	Years Ended June 30	
	2026	**2025**
Cash flows from operating activities		
Cash received from patients and third-party payers	**$ 1,125,322,051**	**$ 899,537,045**
Cash payments to suppliers for goods and services	**(358,660,855)**	**(367,709,770)**
Cash payments to employees for services and benefits	**(679,970,676)**	**(630,537,022)**
Other operating receipts	**41,698,574**	**49,657,531**
Net cash provided by (used in) operating activities	**128,389,094**	**(49,052,216)**
Cash flows from noncapital financing activities		
Contributions and transfers in from Clark County	**5,000,000**	**5,554,223**
Net cash provided by noncapital financing activities	**5,000,000**	**5,554,223**
Cash flows from capital and related financing activities		
Purchase of property and equipment, net	**(19,895,621)**	**(62,242,917)**
Principal paid on loan payable, related party	**(2,876,278)**	**–**
Interest paid on loan payable, related party	**(123,722)**	**–**
Principal paid on lease and subscription liabilities	**(19,383,625)**	**(18,655,149)**
Interest paid on lease and subscription liabilities	**(1,835,206)**	**(1,062,148)**
Other	**240,403**	**(87,177)**
Net cash used in capital and related financing activities	**(43,874,049)**	**(82,047,391)**
Cash flows from investing activities		
Gain on change of the investments	**6,455,762**	**11,382,309**
Increase (decrease) in cash and cash equivalents	**95,970,807**	**(114,163,075)**
Cash and cash equivalents, beginning of year	**132,519,742**	**246,682,817**
Cash and cash equivalents, end of year	**$ 228,490,549**	**$ 132,519,742**
Unrestricted cash and cash equivalents	**$ 163,189,148**	**$ 61,038,072**
Contributor or grantor restricted cash and cash equivalents	**4,319,961**	**4,342,520**
Internally designated cash and cash equivalents	**60,981,440**	**67,139,150**
Total cash and cash equivalents	**$ 228,490,549**	**$ 132,519,742**

(Continued)

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Cash Flows (continued)

	Years Ended June 30	
	2026	**2025**
Reconciliation of loss from operations to net cash provided by (used in) operating activities		
Loss from operations	**$ (13,394,474)**	**$ (10,987,584)**
Adjustments to reconcile loss from operations to net cash provided by (used in) operating activities:		
Depreciation and amortization	**56,737,713**	**49,455,802**
Provision for uncollectible accounts	**52,543,717**	**42,286,202**
Loss on disposal of capital assets	**2,153,220**	**80,969**
Gain on lease termination	**(1,782,693)**	**-**
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Patient receivables	**40,620,183**	**(140,206,617)**
Inventories	**2,503,930**	**(1,871,036)**
Prepaids and other assets	**(2,186,850)**	**773,128**
Deferred outflows of resources	**20,240,546**	**(23,163,627)**
Increase (decrease) in:		
Deposits	**-**	**50,000**
Accounts payable and accrued expenses	**(6,590,567)**	**5,842,668**
Self-insurance liability	**1,704,803**	**(5,366,718)**
Due to related party	**3,614,794**	**43,131**
Intergovernmental liability	**(993,873)**	**3,837,201**
OPEB liability	**(31,836,451)**	**16,715,609**
Net pension liability	**(38,426,854)**	**(40,160,694)**
Deferred inflows of resources	**43,481,950**	**53,619,350**
Net cash provided by (used in) operating activities	**$ 128,389,094**	**$ (49,052,216)**
Non cash investing, capital and related financing activities		
Assets acquired under lease and subscription obligations	**30,441,898**	**43,786,489**
Assets acquired under loan payable, related party obligations	**8,751,340**	**-**

See accompanying notes.

Overview of the Financial Statements

This annual report consists of financial statements prepared in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis — for State and Local Governments* as amended by GASB Statement No. 37, *Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments: Omnibus* and GASB Statement No. 38, *Certain Financial Statement Note Disclosures*. These standards establish comprehensive financial reporting standards for all state and local governments and related entities.

1. Description of Reporting Entity and Summary of Significant Accounting Policies

Reporting Entity

University Medical Center of Southern Nevada (the Hospital), the public health care facility for Clark County, Nevada (the County), is a blended component unit of the County, and is reflected as an enterprise fund of the County. The Hospital is organized and operated by The Board of County Commissioners, ex officio, the Board of Hospital Trustees, per Chapter 450 of the Nevada Revised Statutes. The seven-member commission is elected from geographic districts on a partisan basis for staggered four-year terms. Commissioners elect a chairperson who serves as the Commission's presiding officer. In 2014 the Commissioners created the UMC Governing Board and selected nine individuals from the community to serve on the board. The UMC Governing Board provides oversight of the Hospital and reports back to the Board of Hospital Trustees. As the Hospital is a component unit of the County, it is exempt from income tax and, accordingly, no provision for income taxes is required.

In accordance with GASB Statement No. 14, *The Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, the Hospital's financial statements are included, as a blended component unit, in the County's Annual Comprehensive Financial Report (ACFR). A copy of the ACFR can be obtained from Anna Danchik, Comptroller, 500 South Grand Parkway, Las Vegas, Nevada 89155.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Summary of Significant Accounting Policies

The financial statements of the Hospital are prepared under accounting principles generally accepted in the United States of America applicable to state and local governmental entities on the accrual basis of accounting, whereby revenues are recognized when earned and expenses are recognized when incurred. Substantially all revenues and expenses are subject to accrual.

The Hospital is accounted for as a proprietary fund (enterprise fund) using the flow of economic resources measurement focus and the accrual basis of accounting. With this measurement focus, all assets and all liabilities associated with the Hospital's operations are included in the *Statement of Net Position*. Revenue is recognized in the period in which it is earned and expenses are recognized in the period in which incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from those estimates.

Cash, Cash Equivalents, and Investments

Cash equivalents include investments in highly liquid debt instruments with an original maturity of three months or less at date of purchase, excluding amounts held under trust agreements. The Hospital's restricted and unrestricted cash is deposited with the County Treasurer (the Treasurer) in a fund similar to an external investment pool that is reported at fair value. Because the amounts deposited with the Treasurer are sufficiently liquid to permit withdrawals in the form of cash at any time without prior notice or penalty, they are deemed to be cash equivalents. GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, requires the County to adjust the carrying amount of its investment portfolio to reflect the change in fair market values. Interest revenue is increased or decreased in relation to this adjustment of unrealized gain or loss. Net interest income reflects this positive or negative market value adjustment. Financial information required by GASB Statements No. 3, No. 40 and No. 72 regarding the accounting and financial reporting for the Hospital's investment pool, held by the Clark County Treasurer, has been disclosed in the Clark County Annual Comprehensive Financial Report (ACFR) for the years ended June 30, 2026, and June 30, 2025.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Inventories

Inventories, consisting primarily of medical supplies and pharmaceuticals, are stated at the lower of cost or market, generally determined on the first-in, first-out method.

Restricted Assets

Restricted assets are cash and cash equivalents and investments whose use is limited by legal or other requirements. Restricted cash and cash equivalents represent monies received from donors or grantors to be used for specific purposes, as well as the Hospital's proportionate share of collateral assets held under securities lending transactions and those whose purpose was limited by the contributor and/or grantor. The Hospital has elected to use restricted assets before unrestricted assets when an expense is incurred for a purpose for which both resources are available.

Capital Assets

Capital assets are stated at historical cost or, if donated, at estimated fair value at the date of the gift. Capital assets are defined by the Hospital as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Depreciation and amortization of assets are recorded in amounts sufficient to amortize the cost of the related assets over their estimated useful lives using the straight-line method. The following are the most commonly used estimated useful lives:

Buildings	10-40 years
Building improvements	5-20 years
Equipment	3-20 years
Land improvements	15 years
Furniture and fixtures	5 years

Expenditures that substantially increase the useful lives or functionality of existing assets are capitalized. Routine maintenance, repairs, and minor improvements are expensed as incurred. The cost of property retired and related accumulated depreciation is removed from the accounts, and any gain or loss recognized in non-operating revenues (expenses).

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Management reviews the recoverability of its capital assets in accordance with the provisions of GASB Statement No. 42*, Accounting and Financial Reporting for Impairment of Capital Assets and Insurance Recoveries*. GASB Statement No. 42 requires recognition of impairment of long-lived assets in the event the asset's service utility has declined significantly and unexpectedly. Accordingly, management evaluates assets' utility annually or when an event occurs that may impair recoverability of the asset. No impairments were identified as of June 30, 2026.

Leases

Lessee:

The Hospital is party to multiple leases of nonfinancial assets as a lessee. The Hospital recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the financial statements.

At the commencement of a lease, the Hospital initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Hospital determines (1) the discount rate used to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Hospital uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Hospital generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Hospital is reasonably certain to exercise.

The Hospital monitors changes in circumstances that would require a remeasurement of its leases and will remeasure lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Lessor:

The Hospital has leased multiple nonfinancial assets to third-parties. The Hospital recognizes a lease receivable and a deferred inflow of resources in its financial statements where applicable.

At the commencement of the lease, the Hospital initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the Hospital determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The Hospital uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee. The Hospital monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period and is not recognized as expense until then. In the Hospital financial statements, unamortized loss on refunding and pension and OPEB contributions are reported as deferred outflows of resources. The unamortized loss on refunding results from the difference between the reacquisition price and the net carrying amount of the refunded debt. This amount is deferred and amortized over the life of the refunding debt. The pension and OPEB contributions in deferred outflows are related to those contributions made after the measurement period.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources until that time. In the Hospital financial statements, future resources yet to be recognized in relation to the pension and OPEB actuarial calculations are reported as deferred inflows of resources. These future resources arise from differences in the estimates used by the actuary to calculate the pension and OPEB liability and the actual results. The amounts are amortized over a predetermined period. In the hospital financial statements prepared using the current financial resources measurement focus, a lessor should recognize a lease receivable and a deferred inflow of resources to account for a lease. A lessor should measure the deferred inflow of resources at the initial value of the lease receivable plus the amount of any payments received at or before the commencement of the lease term that relate to future periods. A lessor subsequently should recognize the deferred inflow of resources as inflows of resources in a systematic and rational manner over the term of the lease.

Postemployment Benefits Other Than Pensions

For purposes of measuring the Hospital's OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB Plans and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

Compensated Absences

The Hospital recognizes a compensated absences liability based on determination criteria set by GASB Statement No. 101. *Compensated Absences*. A liability for compensated absences is recognized when the leave is attributable to services already rendered, the leave accumulates, and the leave is more likely than not to be used for time off or otherwise paid in cash and settled through noncash means. Liabilities for compensated absences are measured using the pay rate in effect at the financial reporting dated and applicable salary-related payments (i.e. employer-paid taxes) that are expected to be incurred when the obligation is settled.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Self-Insured Liability

The self-insured liability represents the provision for estimated self-insured professional liability claims, general liability claims, and workers' compensation claims. The provision includes estimates of the ultimate costs for both reported claims and claims incurred but not reported based on the recommendations of an independent actuary.

Net Position

GASB Statement No. 34 requires the classification of net position into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- Net investment in capital assets: This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

- Restricted: This component of net position results from restrictions placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted: This component of net position consists of all net position that does not meet the definition of restricted or net investment in capital assets.

Statements of Revenues, Expenses, and Changes in Net Position

All revenues and expenses directly related to the delivery of health care services are included in operating revenues and expenses in the *Statements of Revenues, Expenses, and Changes in Net Position*. Nonoperating revenues and expenses consist of those revenues and expenses that are related to financing and investing activities, non-exchange transactions, or investment income.

Net Patient Revenue, Accounts Receivable, and Allowance for Uncollectible Accounts

Net patient revenue is reported at the estimated realizable amount from patients, third-party payors, and others for services provided including the provision for bad debts and includes estimated

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

retroactive adjustments under reimbursement agreements with third-party payors. Revenue under certain third-party payor agreements is subject to audit, retroactive adjustments, and significant regulatory actions. Provisions for third-party settlements and adjustments are estimated in the period the related services are provided and adjusted in future periods as additional information becomes available and as final settlements are determined.

As part of the Hospital's mission to serve the community, the Hospital provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay established rates. Uncompensated care is defined as write-offs on patient accounts without insurance payment. Charity care is a subset of uncompensated care representing those patients that are approved by the Hospital for a discount under its charity policy guidelines. Throughout the admission, billing, and collection processes, certain patients are identified by the Hospital as indigent or qualifying for charity care. The Hospital provides care to these patients without charge or at amounts less than its established rates or actual costs. Net patient revenue is reflected net of the charity care reserves. Charity care reserves are based on gross revenue foregone. The actual costs for charity care in accordance with the Hospital's charity care policy aggregated $26,637,723 and $22,417,673 for the years ending June 30, 2026 and 2025, respectively. The Hospital has estimated the cost of charity care based on a ratio of cost to charges of operating expenses excluding interest expense.

The Hospital has agreements with third-party payors that provide for payment at amounts different from established charge rates. A summary of the basis of payment by major third-party payors follows:

- Medicare and Medicaid: The Hospital renders services to patients under contractual arrangements with the U.S. Federal Medicare and the State of Nevada (State) Medicaid programs. Inpatient acute care services rendered to Medicare and Medicaid program beneficiaries and Medicare capital costs are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. As an academic medical center, medical education payments in addition to disproportionate share entitlements are received from Medicare and Medicaid. Medicare utilizes a prospective payment system for inpatient rehabilitation services and psychiatric services.

  Medicare outpatient claims are reimbursed under the Ambulatory Payment Classification based prospective payment system. The payments are based on patient assessment data

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

classifying patients into one of the Medicare Ambulatory Payment Classifications. Inpatient rehabilitation and psychiatric services are reimbursed at a prospectively determined per diem rate. Certain outpatient services related to Medicare beneficiaries and capital costs for Medicaid beneficiaries are reimbursed based on a cost-based methodology subject to certain limitations. The Hospital is reimbursed for cost reimbursable items at tentative rates with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare and Medicaid fiscal intermediaries.

The Hospital's classification of patients under the Medicare and Medicaid programs and the appropriateness of their admission, and therefore, the revenues received are subject to an independent review and retroactive adjustment. Differences between the estimated amounts accrued at interim and final settlements are reported in the *Statement of Revenues, Expenses, and Changes in Net Position* in the year of settlement. Medicare cost reports have been finalized through fiscal year 2019. Provisions for estimated retroactive adjustments for cost report years that have not been finalized have been provided, where applicable. The Hospital recorded a favorable adjustment of $6,516,441 in fiscal 2026, and a favorable adjustment of $4,758,215 in fiscal 2025, respectively, due to prior year retroactive adjustments to amounts previously estimated and changes in estimates.

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, governmental program participation, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as repayment of patient services previously billed. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs unknown or unasserted at this time. As a result, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Management believes that the Hospital is in compliance with fraud and abuse statutes, as well as other applicable government laws and regulations, and that adequate provision has been made in the financial statements for any adjustments that may result from final settlements.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

- Upper payment limit: On September 22, 2002, the amendment to the State Medicaid program to allow for supplemental Medicaid payments as provided under federal regulations, referred to as the Upper Payment Limit program (UPL), was approved by the Center for Medicare and Medicaid Services (CMS). Effective January 1, 2003, the amendment revised the State's plan to provide access to supplemental Medicaid payments up to 100% of the Medicare upper payment limits for inpatient hospital services rendered by public hospitals in the State to State Medicaid consumers. The State fiscal 2015 budget also included an expansion of the UPL program to outpatient services.

  These funds are distributed prospectively on a quarterly basis. Funding for the UPL program is generated through intergovernmental transfers and matching funds from the federal government. The gross amount recorded in net patient revenue for UPL and Indigent Accident Fund (IAF) were $111,661,307 and $105,643,149 in fiscal 2026 and 2025, respectively. As of June 30, 2026 and 2025, $26,293,842 and $31,817,307 respectively, were recorded as receivable.

- Disproportionate share: As a public health care provider, the Hospital renders services to residents of the County and others regardless of ability to pay. The Hospital is classified as a disproportionate share provider by the Medicare and Medicaid programs due to the volume of low-income patients it serves. Accordingly, the Hospital receives additional payments from these programs as a result of this status totaling $0 in fiscal 2026 and $0 in fiscal 2025, respectively, which are included in net patient revenue. As of June 30, 2026 and 2025, the Hospital has reserved approximately $5,945,947 and $5,945,947, respectively, for possible future adjustments, which is reflected in intergovernmental liabilities on the accompanying statements of net position. Normal estimation differences between final settlements and amounts accrued in previous periods are reflected in net patient revenues in the period of settlement. These estimation differences between final settlements and amounts previously accrued resulted in $0 adjustment and an increase of $10,251,866, respectively, in net patient revenues during the years ended June 30, 2026 and 2025. Funding for the disproportionate share program is generated through intergovernmental transfers and matching funds from the federal government.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

- Directed Payments: In 2016, CMS updated the regulations for Medicaid managed care and created a new option for states, allowing them to direct managed care organizations (MCOs) to pay providers according to specific rates or methods. Typically, these Medicaid State Directed Payment (MSDP) arrangements are used to establish minimum payment rates for certain types of providers or to require participation in value-based payment arrangements. However, a few states use the directed payment option to require MCOs to make additional payments to providers similar to supplemental payments in fee for service Medicaid. Effective for calendar year 2020, the Hospital worked with the State of Nevada to establish MSDP arrangements for both Hospital and Professional Services. The MSDP arrangements, which must be recertified by the State and approved by CMS annually, generally require quarterly payments and an annual reconciliation using actual utilization as a basis. Accordingly, the Hospital receives additional payments from these arrangements totaling an increase of $244,704,245 in fiscal 2026 and an increase of $244,950,380 in fiscal 2025, respectively, which are included in net patient revenue. As of June 30, 2026 and 2025, the Hospital has reserved approximately $0 and $993,874, respectively, for possible future adjustments, which is reflected in intergovernmental liabilities on the accompanying statements of net position. Normal estimation differences between final settlements and amounts accrued in previous periods are reflected in net patient revenues in the period of settlement. Funding for MSDP arrangements is generated through intergovernmental transfers and matching funds from the federal government. The Hospital also provides major trauma services to the region, and the ability to continue these levels of service and programs is contingent upon the continuation of various funding sources.

- Other payors: The Hospital has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment under these agreements includes prospectively-determined rates-per-discharge, discounts from established charges, and prospectively-determined per diem rates.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

The approximate percentage of gross patient revenues by major payor group for the fiscal years ended June 30 follows:

	2026	2025
Medicare	32 %	32 %
Medicaid, and self-pay	39	40
Commercial, HMO, PPO	23	22
Other	6	6
Total	100 %	100 %

The provision for bad debts is based upon management's assessment of expected net collections considering economic conditions, historical experience, trends in health care coverage, and other collection indicators. Periodically throughout the year, management assesses the adequacy of the allowance for uncollectible accounts based upon historical write-off experience by payor category, including those amounts not covered by insurance. The results of this review are then used to make any modifications to the provision for bad debts to establish an appropriate allowance for uncollectible accounts. Extensive efforts are made to collect all amounts owed to the Hospital. Several avenues are pursued including direct collections efforts, assistance in finding pay sources, and assistance in compliance with the County's uninsured discount program. After satisfaction of amounts due from insurance and reasonable efforts to collect from the patient have been exhausted, the Hospital follows established guidelines for placing certain past-due patient balances with collection agencies, subject to the terms of certain restrictions on collection efforts as determined by the Hospital. These accounts are then followed up by collection agencies.

For receivables associated with services provided to patients who have third-party coverage, the Hospital analyzes contractually due amounts and provides an allowance for bad debts, allowance for contractual adjustments, provision for bad debts, and contractual adjustments on accounts for which the third-party payor has not yet paid or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely. For receivables associated with self-pay patients or with balances remaining after the third-party coverage has already paid, the Hospital records a significant provision for bad debts in the period of services on the basis of its historical collections, which indicates that many patients ultimately do not pay the portion of their

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

bill for which they are financially responsible. The difference between the discounted rates and the amounts collected after all reasonable collection efforts have been exhausted is charged off against the allowance for bad debts. The change in the allowance for bad debts was as follows for the fiscal years ended June 30:

	2026	2025
Reserve-Beginning Balance	$ (170,113,495)	$ (161,918,030)
Provision	(201,858,306)	(158,020,186)
Write-Offs	178,949,904	155,581,585
Bad Debt Recovery	(5,743,473)	(5,756,864)
Reserve-Ending Balance	$ (198,765,370)	$ (170,113,495)

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor arrangements. Significant concentrations of patient accounts receivable at June 30, 2026 and 2025 include:

	2026	2025
Medicare	23 %	22 %
Medicaid, and self-pay	41	42
Commercial, HMO, PPO	30	31
Other	6	5
Total	100 %	100 %

Grants and Contributions

The Hospital receives financial assistance from federal agencies, the State, and the County, in the form of grants, as well as contributions from individuals and private organizations. The expenditure of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and is subject to audit by the grantor agencies. Revenues from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes and are reported as other operating revenues.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Other such audits could be undertaken by federal and state granting agencies and result in the disallowance of claims and expenditures; however, in the opinion of management, any such disallowed claims or expenditures will not have a material effect on the overall financial position of the Hospital.

Defined Benefit Plan

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Nevada (NVPERS) and additions to/deductions from NVPERS fiduciary net position have been determined on the same basis as they are reported by NVPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Concentrations of Credit and Economic Risks and Uncertainties

Financial instruments that potentially subject the Hospital to concentrations of credit risk consist principally of cash and cash equivalents, patient accounts receivable, and investments.

The Hospital's cash and cash equivalents on deposit with financial institutions, including cash and cash equivalents in the custody of the Treasurer or a fiscal agent, are often in excess of federally insured limits, and the risk of losses related to such concentrations may be increasing as a result of continuing economic conditions including, but not limited to, weakness in the commercial and investment banking systems. The extent of a future loss, if any, to be sustained as a result of uninsured deposits in the event of a future failure of a financial institution; however, is not subject to estimation at this time.

Concentration of credit risk relating to patient accounts receivable is limited to some extent by the diversity and number of the Hospital's patients and payors. Patient accounts receivable consist of amounts due from government programs, commercial insurance companies, private pay patients, and other group insurance programs. One payor source, self-pay, comprises approximately 14% and 15% of gross patient accounts receivable at June 30, 2026 and 2025, respectively. The Hospital maintains an allowance for losses based on the expected collectability of patient accounts receivable.

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

Because the Hospital operates in the health care industry exclusively in southern Nevada, realization of its receivables, inventories, and its future operations could be affected by adverse economic conditions in the area. In addition, the Hospital receives the majority of its supplies from a limited number of suppliers and any reduction or interruption of such sources could adversely affect future operations. The majority of the Hospital's employees are covered by collective bargaining agreements entered into with the Service Employee International Union (SEIU) and the International Union of Operating Engineers (IUOE). The SEIU contract was ratified, effective on October 15, 2024 and will expire on June 30, 2028.

Reclassifications

Certain prior year amounts have been reclassified for consistency with current year presentation.

Subsequent Events

The Hospital evaluates the impact of subsequent events, which are events that occur after the statement of net position date but before the financial statements are issued, for potential recognition in the financial statements as of the statement of net position date. For the year ended June 30, 2026, the Hospital evaluated subsequent events through October 23, 2026, representing the date the accompanying audited financial statements were issued. Subsequent to June 30, 2026, the Hospital approved the construction of a new parking garage facility. The project received Capital Committee approval on October 6, 2026, and is expected to cost approximately $48.0 million. Accordingly, the Hospital has entered into a significant capital commitment subsequent to fiscal year-end. Because the commitment was approved after June 30, 2026, no liability or related asset has been recognized in the Statement of Net Position as of June 30, 2026.

2. Recent Accounting Pronouncements

GASB Statement No. 101, *Compensated Absences*

- This Statement requires that liabilities for compensated absences be recognized for leave that has not been used and leave that has been used but not yet paid in cash or settled through noncash means.

- Effective for Fiscal Years Beginning After December 15, 2023:

- Requires recognition of a liability for leave that has not been used if:
    - the leave is attributable to services already rendered,
    - the leave accumulates, and
    - the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.

- Leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

- Statement No. 101 requires that a liability for certain types of compensated absences, including parental leave, military leave, and jury duty leave, not be recognized until the leave commences.

- In addition, this Statement requires that for specific types of compensated absences, a liability not be recognized until the leave is used.

- This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments

  that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

- With respect to financial statements prepared using the current financial resources measurement focus, Statement No. 101 requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources.

2. Recent Accounting Pronouncements (continued)

- Statement No. 101 amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences.

Management has adopted this GASB statement and there was no material impact on the financial statements on adoption.

GASB Statement No. 102, *Certain Risk Disclosures*

- This Statement provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints.

- Effective for Fiscal Years Beginning After June 15, 2024.

- Statement No. 102 defines a concentration as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources.

- A constraint is a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority.

- Concentrations and constraints may limit a government's ability to acquire resources or control spending.

- Statement No. 102 requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact.

- This Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

- If a government determines that those criteria for disclosure have been met for a concentration or constraint, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact.

2. Recent Accounting Pronouncements (continued)

- The disclosure should include descriptions of the following:
    - The concentration or constraint
    - Each event associated with the concentration or constraint that could cause a substantial impact if the event had occurred or had begun to occur prior to the issuance of the financial statements
    - Actions taken by the government prior to the issuance of the financial statements to mitigate the risk.
- Management has adopted this GASB statement and there was no material impact on the financial statements on adoption.

GASB Statement No.103, *Financial Reporting Model Improvements*

- This statement aims to bolster key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability.
- Effective for Fiscal Years Beginning After June 15, 2025
- GASB 103 focuses on improvements in the following areas:
    - Management discussion and analysis (MD&A)
    - Unusual or infrequent items
    - Presentation of proprietary fund statement of revenues, expenses and changes in fund net position
    - Major component unit information
    - Budgetary comparison information
    - Financial trends information in the statistical section
- Management's Discussion and Analysis (MD&A)

  The requirement for MD&A remains, but the statement has refined its structure. MD&A now focuses on five specific sections:

2. Recent Accounting Pronouncements (continued)

- Overview of the Financial Statements
- Financial Summary
- Detailed Analyses
- Significant Capital Asset and Long-Term Financing Activity
- Currently Known Facts, Decisions, or Conditions

This format is designed to avoid redundancy and provide clear, relevant information. The analysis should distinguish between the primary government and its discretely presented component units.

- Unusual or Infrequent Items

Statement No. 103 describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Governments are required to separately present the inflows and outflows related to each unusual or infrequent item as the last presented flow(s) of resources before the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows. This distinct presentation helps stakeholders understand the impact of these items on the financial position and operations of the government entity.

- Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position

This statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses are defined as revenues and expenses other than nonoperating revenues and expenses. Nonoperating revenues and expenses include:

- Subsidies received and provided (subsidies are defined in the statement)
- Contributions to permanent and term endowments
- Revenues and expenses related to financing
- Resources from the disposal of capital assets and inventory
- Investment income and expenses

2. Recent Accounting Pronouncements (continued)

Additionally, a subtotal for operating income (loss) and noncapital subsidies must be presented before reporting other nonoperating revenues and expenses.

- Major Component Unit Information

  Governments should present each major component unit separately in the reporting entity's statements of net position and activities if it does not reduce the readability of the statements. If presenting each major component unit separately reduces readability, combining statements of major component units should be included in the reporting entity's basic financial statements after the fund financial statements.

- Budgetary Comparison Information

  Budgetary comparison schedules must be presented as Required Supplementary Information (RSI) for the general fund and each major special revenue fund with a legally adopted annual budget. Variances between original and final budget amounts, and between final budget amounts and actual results, should be detailed, along with explanations for significant variances in the notes to RSI.

- Financial Trends Information

  In the statistical section of separately issued financial reports, governmental entities engaged solely in business-type and fiduciary activities are required to present revenues by major source, distinguishing between operating, noncapital subsidy, and other nonoperating revenues and expenses

- Management has adopted this GASB statement and there was no material impact on the financial statement adoption.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*

- This statement provides (1) separate disclosure of certain capital assets and (2) capital assets held for sale.

- Effective Date – Fiscal Years Beginning after June 15, 2025.

- Separate Disclosure of Certain Capital Assets - Within capital asset note disclosures, governments should disclose capital assets related to intangible assets separately. This includes:

2. Recent Accounting Pronouncements (continued)

- Intangible right-to-use assets associated with GASB 87 (leases) by major class of underlying assets
- GASB 94 (right-to-use assets recognized by an operator) by major class of underlying public-private and public-public partnership assets
- GASB 96 (subscription assets)
- Other intangible assets

- Capital Assets Held for Sale - GASB 104 establishes that capital assets held for sale should be identified and disclosed within the notes to the financial statements.
- The Statement establishes two conditions a government should consider in determining whether a capital asset should be disclosed as held for sale:
  - the government has decided to pursue the sale and
  - it is probable the sale will be finalized within one year of the financial statement date.
- The evaluation as to whether a capital asset is held for sale should occur each reporting period.
- Factors to consider as to whether it is probable a sale will be finalized within one year of the financial statement date include, but are not limited to:
  - whether the asset is available for immediate sale in its present condition
  - whether there is an active program to locate a buyer
  - whether present market conditions support a sale of that type of asset whether there are regulatory approvals necessary for a sale to occur
- Capital assets held for sale should continue to be reported within the appropriate major class of capital asset and continue to be depreciated, if applicable.
- The notes to the financial statements should also include a separate disclosure of the historical cost and accumulated depreciation or amortization by major class of capital asset held for sale.

2. Recent Accounting Pronouncements (continued)

- For capital assets held for sale that are pledged as collateral, the carrying amount of debt should be disclosed by major class of asset.

- Management has adopted this GASB statement and there was no material impact on the financial statement adoption.

GASB Statement No. 105, *Subsequent Events*

- The Objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in their application and better meeting the information needs of financial statement users.

- Effective for Fiscal Years Beginning After June 15, 2026.

- GASB 105 clearly defines subsequent events as transactions or other events that occur after the date of the financial statements.

- The Statement now clearly defines this period as beginning on the financial statement date and ending on the date the financial statements are *available to be issued*.

- Available to be issued is defined as the date at which

    - (1) the financial statements are complete in a form and format that complies with generally accepted accounting principles and
    - (2) approvals necessary for issuance have been obtained.

- GASB 105 also stipulates that governmental entities disclose the date through which subsequent events were evaluated, providing financial statement readers more transparency pertaining to the scope of management review.

- One area where the new standard adds meaningful clarity is the distinction between events that should affect the numbers on your financial statements and those that should simply be disclosed.

    - **Recognized subsequent events** are those that provide additional evidence about conditions that already existed at year-end and will need to be reflected in the reported amounts.

2. Recent Accounting Pronouncements (continued)

- **Non-recognized subsequent events** are events that relate to conditions that came about after the financial statement date. These events do not affect the amounts reported in the financial statements for the period being reported. However, it may still be important to financial statement readers.
    - GASB gives several examples of non-recognized events:
        - debt-related transactions other than regular debt service payments
        - government combinations or disposals of operations
        - changes in the entities that make up the reporting unit.
        - A transaction or other event that is of such nature that disclosure of the event is essential to a financial statement user's analysis for making decisions or assessing accountability
- Although these events are not recognized in the financial statements, GASB 105 requires that significant non-recognized subsequent events be disclosed in the notes to the financial statements.

- For non-recognized subsequent events that are significant, GASB 105 requirements specify that the following be disclosed:
    - A description of the nature of the event
    - An estimate of the financial effect, if such an estimate can be made
    - A statement that an estimate cannot be made, if applicable

- These disclosure requirements are intended to help financial statement readers receive relevant information about occurrences that could impact their understanding of a government's financial position or future operations. Management has adopted this GASB statement and there was no material impact on the financial statement adoption.

3. Cash, Cash Equivalents, and Investments

Substantially all cash (including cash equivalents) and investments of the Hospital are under control of the Treasurer and are included in the Treasurer's investment pool. The Hospital's cash and investments generally are reported at fair value, as discussed in Note 1. As of June 30, 2026 and 2025, these amounts were as follows:

	2026	2025
Clark County investment pool	$ 228,471,349	$ 132,498,642
Cash on hand	19,200	21,100
Total cash and investments	$ 228,490,549	$ 132,519,742

The Treasurer invests monies held both by individual funds and through a pooling of monies. The pooled monies, referred to as the investment pool, are invested as a whole and not as a combination of monies from each fund belonging to the pool. In this manner, the Treasurer is able to invest the monies at a higher interest rate for a longer period of time. Interest is apportioned monthly to each fund in the pool based on the average daily cash balance of the fund for the month.

According to Statutes, County monies must be deposited with federally insured banks, credit unions, or savings and loan associations within the County. The Treasurer is authorized to use demand accounts, time accounts, and certificates of deposit. Statutes do not specifically require collateral for demand deposits, but do specify that collateral for time deposits may be of the same type as those described for permissible investments. Permissible investments are similar to allowable County investments described below, except that statutes permit a longer term and include securities issued by municipalities within Nevada. The County's deposits are fully covered by federal depository insurance or collateral held by the County's agent in the County's name. The County has written custodial agreements with the various financial institutions' trust banks for demand deposits and certificates of deposit. These custodial agreements pledge securities totaling 102% of the deposits with each financial institution. The County has a written agreement with the State Treasurer for monitoring the collateral maintained by the County's depository institutions.

Due to the nature of the investment pool, it is not possible to separately identify any specific investment as being that of the Hospital. It is not feasible to allocate the level of risk to the various component units of the County, including the Hospital, due to the co-mingling of assets in the investment pool. Details on the County investment policies including the level of risk are included in the Clark County Annual Comprehensive Financial Report. Instead, the Hospital owns a proportionate share of each investment, based on the Hospital's participation percentage in the investment pool. As of June 30, 2026 and 2025, $228,471,349 and $132,498,642, respectively, of Hospital investments in the investment pool were as follows:

3. Cash, Cash Equivalents, and Investments (continued)

	2026		2025	
Investment Type	Allocation	Duration in Years	Allocation	Duration in Years
U.S. Treasury Obligations	35.49%	3.06	28.89%	2.71
Asset-Backed Securities	20.26%	4.30	14.12%	4.17
U.S. Agencies	17.51%	3.30	20.46%	3.78
Corporate Notes	14.23%	2.93	16.20%	2.67
Commercial Paper Discounts	5.81%	0.18	8.48%	0.20
Negotiable Certificates of Deposit	2.34%	0.34	4.89%	0.69
Money Market Funds	2.00%	-	4.41%	-
NV Local Gov Investment Pool	2.36%	-	2.55%	-
	100.00%		100.00%	
Average Portfolio Duration		2.29		2.10

Credit Risk

Credit risk is defined as the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The County's investment policy applies a prudent-person rule, which is: "In investing the County's monies, there shall be exercised the judgment and care under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

As of June 30, 2026 and 2025, the County's investments were rated by Standard and Poor's and Moody's Investors Service, respectively, as follows:

3. Cash, Cash Equivalents, and Investments (continued)

	2026	2025
U.S. Treasury Obligations	Aa, AA+	A-1+,AA+/Aa,P-1
Bonds of U.S. Agencies	A-1+,AA+/Aa, P-1	AA+/Aa
Corporate Obligations or Corporate Notes	A, Aa, Aaa,A-,A+, AA, AA-,AA+, AAA	A-, A, A+, AA-, AA, AA+,AAA/Aaa, Aa, A
Commercial Paper Discounts	A-1, A-1+/P-1	A-1/P-1
Negotiable Certificates of Deposit	A-1+/P-1	A-1, A-1+/P-1
Money Market Mutual Funds	AAA/Aaa	AAA/Aaa
Asset-Backed Securities	AA+,AAA/Aa,Aaa, Unrated (1)	AA+,AAA/Aa,Aaa, Unrated (1)
NV Local Gov Inv Pool	(2)	(2)
Callable Commercial Paper	(3)	(3)
Federal Agency Discounts	(3)	(3)

(1) Unrated U.S. federal agency securities are Farmer Mac securities not rated by either Moody's or Standard & Poor's
(2) Nevada Local Government Investment Pool (NV LGIP) is an unrated external pool.
(3) No investment in Callable Commercial Paper, and Federal Agency Discounts

The County investments in U.S. Treasury obligations carry no measurable credit risk because they are backed by the U.S. federal government. The State Investment Pool does not have a credit rating.

Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The County's investment policy limits the amount that may be invested in obligations of any one issuer, except direct obligations of the U.S. government or federal agencies, to be no more than 5% of the County investment pool. At June 30, 2026 and 2025, the following investments exceeded 5% of the investment pool:

	2026		2025	
U.S.Treasury obligations	35.49	%	27.69	%
Federal Home Loan Mortgage Corporation (FHLMC)	10.13		6.24	
Federal National Mortgage Association (FNMA)	9.91			
Federal Farm Credit Bank (FFCB)	5.08		5.45	
Federal Home Loan Bank (FHLB)			7.51	

3. Cash, Cash Equivalents, and Investments (continued)

Interest Rate Risk

Interest rate risk is defined as the risk that changes in interest rates will adversely affect the fair value of an investment. Through its investment policy, the County manages its exposure to fair value losses arising from increasing interest rates by limiting the weighted average duration of its investment portfolio to less than 2.5 years. Duration is a measure of the present value of a fixed income's cash flows and is used to estimate the sensitivity of a security's price to interest rate changes. Accordingly, the County's investment policy limits investment portfolio maturities for certain investment instruments as follows: U.S. Treasury and U.S. agencies to less than ten years; bankers' acceptances to 180 days; commercial paper to 270 days; certificates of deposit to one year; corporate notes and bonds to five years; and repurchase agreements to 90 days.

Interest Rate Sensitivity

At June 30, 2026 and 2025, the County invested in floating rate, callable, asset-backed, and mortgage-backed securities that have a higher sensitivity to interest rates, which represented 41% and 38%, respectively, of total investment securities.

Fair Value Measurement

GASB Statement No. 72, Fair Value Measurement and Application, defines fair value, establishes a framework for measuring fair value and provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The three levels of fair value hierarchy are as follows:

Level 1. Inputs are unadjusted quoted prices for identical assets and liabilities in active markets.
Level 2. Inputs are other observable inputs.
Level 3. Inputs are unobservable.

The fair value measurement level within the hierarchy is based on the lowest of any input that is deemed significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

At June 30, 2026, the County investments were measured at fair value as follows:

3. Cash, Cash Equivalents, and Investments (continued)

Investment Type	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Categorized
U.S. Treasuries	$ 3,031,442,500	$ 3,031,442,500	$ -	$ -	$ -
U.S. Agencies	1,495,467,751	96,236,000	1,399,231,751	-	-
Corporate Obligations	1,215,591,859	-	1,215,591,859	-	-
Money Market Funds	171,046,906	171,046,906	-	-	-
Commercial Paper	496,511,000	-	496,511,000	-	-
Negotiable Certificates of Deposit	199,711,000	-	199,711,000	-	-
NV Local Government Investment Pool	201,812,626	-	-	-	201,812,626
Collateralized Mortgage Obligations & Asset-Backed Securities	1,730,721,670	-	1,730,721,670	-	-
Subtotal	**$ 8,542,305,312**	**$ 3,298,725,406**	**$ 5,041,767,280**	**$ -**	**$ 201,812,626**

4. Other Receivables, Net

The Hospital has agreements with third-party payors that provide for payment of amounts different from established rates. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. See Note 1, *Net Patient Revenue, Accounts Receivable, and Allowance for Uncollectible Accounts* for additional information. As of June 30, 2026 and 2025, third-party settlements recorded were, $0 and $0 respectfully.

Other receivables also include accounts receivable that are not directly related to patient receivables, as a result of invoicing clients for various services rendered and implementing GASB Statement No. 87 as a lessor to record leases receivable. See Note 1, *Leases* for additional information.

A summary of other receivables, net at June 30, follows:

	2026	2025
Leases receivable	$ 382,288	$ 28,177
Other	7,755,553	8,366,052
	$ 8,137,841	$ 8,394,229

5. Internally Designated Assets

The Hospital's internally designated assets consist of capital assets fund totaling $60,981,440 and $67,139,150 as of June 30, 2026 and 2025, respectively.

6. Capital Assets

Capital asset additions, retirements, and balances for the fiscal years ended June 30, 2026 and 2025, were as follows:

2026	Beginning Balance	Additions	Retirements/ Transfers	Ending Balance
Nondepreciable capital assets:				
Land	$ 10,204,997	$ -	$ -	$ 10,204,997
Construction in progress	78,529,326	22,600,453	(90,999,979)	10,129,800
Total nondepreciable capital assets	88,734,323	22,600,453	(90,999,979)	20,334,797
Depreciable capital assets:				
Land improvements	4,846,132	-	-	4,846,132
Buildings and building improvements	302,416,659	89,160,699	(18,000)	391,559,358
Equipment	352,775,204	7,051,062	(496,611)	359,329,655
Furniture and fixtures	11,507,912	834,726	(2,629)	12,340,009
Infrastructure	1,538,209	-	-	1,538,209
LVA-IT hardware	143,391	-	-	143,391
Leased land and buildings	61,836,814	-	(1,177,274)	60,659,540
Leased equipment and other	17,735,067	8,008,758	(25,433)	25,718,392
Right of use equipment	54,772,468	22,433,140	(2,147,672)	75,057,936
Total depreciable capital assets	807,571,856	127,488,385	(3,867,619)	931,192,622
Less accumulated depreciation and amortization:				
Land improvements	(4,015,015)	(151,136)	-	(4,166,151)
Buildings and building improvements	(152,585,740)	(14,669,779)	3,536	(167,251,983)
Equipment	(294,191,750)	(17,645,549)	341,832	(311,495,467)
Furniture and fixtures	(6,921,637)	(1,249,738)	1,482	(8,169,893)
Infrastructure	(644,001)	(56,703)	-	(700,704)
LVA-IT hardware	(143,391)	-	-	(143,391)
Leased land and buildings	(20,287,434)	(5,003,420)	954,032	(24,336,822)
Leased equipment and other	(12,381,808)	(3,459,398)	-	(15,841,206)
Right of use equipment	(36,443,463)	(14,501,990)	413,517	(50,531,936)
	(527,614,239)	(56,737,713)	1,714,399	(582,637,553)
Total depreciable capital assets, net	279,957,617	70,750,672	(2,153,220)	348,555,069
Total capital assets, net	$ 368,691,940	$ 93,351,125	$ (93,153,199)	$ 368,889,866

Estimated costs to complete the construction in progress are approximately $31 million as of June 30, 2026.

6. Capital Assets (continued)

2025	Beginning Balance	Additions	Retirements/ Transfers	Ending Balance
Nondepreciable capital assets:				
Land	$ 10,204,997	$ -	$ -	$ 10,204,997
Construction in progress	53,112,703	40,572,944	(15,156,321)	78,529,326
Total nondepreciable capital assets	63,317,700	40,572,944	(15,156,321)	88,734,323
Depreciable capital assets:				
Land improvements	4,846,132	-	-	4,846,132
Buildings and building improvements	285,186,169	17,257,660	(27,170)	302,416,659
Equipment	334,908,126	18,308,261	(441,183)	352,775,204
Furniture and fixtures	10,247,539	1,260,373	-	11,507,912
Infrastructure	1,538,209	-	-	1,538,209
LVA-IT hardware	143,391	-	-	143,391
Leased land and buildings	31,743,577	30,093,237	-	61,836,814
Leased equipment and other	14,571,686	3,339,427	(176,046)	17,735,067
Right of use equipment	44,206,236	10,353,825	212,407	54,772,468
Total depreciable capital assets	727,391,065	80,612,783	(431,992)	807,571,856
Less accumulated depreciation and amortization:				
Land improvements	(3,863,879)	(151,136)	-	(4,015,015)
Buildings and building improvements	(144,052,192)	(8,534,793)	1,245	(152,585,740)
Equipment	(274,767,205)	(19,770,323)	345,778	(294,191,750)
Furniture and fixtures	(5,825,341)	(1,096,296)	-	(6,921,637)
Infrastructure	(587,298)	(56,703)	-	(644,001)
LVA-IT hardware	(143,391)	-	-	(143,391)
Leased land and buildings	(15,835,600)	(4,451,834)	-	(20,287,434)
Leased equipment and other	(8,826,637)	(3,555,171)	-	(12,381,808)
Right of use equipment	(24,607,917)	(11,835,546)	-	(36,443,463)
	(478,509,460)	(49,451,802)	347,023	(527,614,239)
Total depreciable capital assets, net	248,881,605	31,160,981	(84,969)	279,957,617
Total capital assets, net	$ 312,199,305	$ 71,733,925	$ (15,241,290)	$ 368,691,940

7. Long-term Debt

The Hospital had paid off bond related debt in fiscal 2024.

8. Other long-term Liabilities

Operating Leases

The Hospital has operating leases with lease terms shorter than one year or leases not subject to GASB Statement No.87 presentation. Operating leases primarily consist of medical and office equipment used in Hospital operations, as well as other occupancy costs such as common area maintenance and utilities related to real property leases for off-campus outpatient clinic and business office facilities.

Total rent expense under all operating leases was $1,815,893 and $1,944,587 in fiscal 2026 and 2025, respectively. Future commitments under operating leases extending beyond June 30, 2026, were as follows:

FY 2027	$	449,681
FY 2028		392,974
FY 2029		242,450
FY 2030		154,233
Grand total	$	1,239,338

8. Other long-term Liabilities (continued)

The Hospital as Lessee

As of June 30, 2026 University Medical Center of Southern Nevada has 22 lessee financing leases for buildings and 21 lessee financing leases for equipment.

Buildings are leased primarily for cash flow management purposes while equipment is leased primarily to have access to the latest technology.

The 22 lessee building leases have terms ranging from five years to twenty years. All building leases have monthly payments with 4 of the building leases having fixed payments throughout the lease term while the remaining 18 have annual increases ranging from 1.8% to 4.0%. The lease payable for buildings was $38,337,768 and $42,577,082 as of June 30, 2026 and 2025 respectively. The Hospital made principal and interest payments totaling $4,044,930 and $1,382,143 related to these leases for the year ended June 30, 2026.

The 21 lessee equipment leases have terms ranging from one year to five years. All equipment leases have fixed monthly payments. The lease payable for equipment was $10,171,757 and $5,774,967 as of June 30, 2026 and 2025 respectively. The Hospital made principal and interest payments totaling $3,611,968 and $183,325 related to these leases for the year ended June 30, 2026.

The future principal and interest lease payments for buildings as of June 30, 2026, were as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2027	$ 3,843,211	$ 1,095,292	$ 4,938,503
2028	3,646,754	979,538	4,626,292
2029	3,357,690	874,776	4,232,466
2030	3,249,261	779,725	4,028,986
2031	3,159,096	684,216	3,843,312
2032-2036	16,396,214	1,846,324	18,242,538
2037-2041	4,173,514	332,471	4,505,985
2042-2046	512,028	12,325	524,353
Total	$ 38,337,768	$ 6,604,667	$ 44,942,435

8. Other long-term Liabilities (continued)

The future principal and interest lease payments for equipment as of June 30, 2026, were as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2027	$ 3,209,877	$ 190,358	$ 3,400,235
2028	2,160,907	166,430	2,327,337
2029	1,908,332	106,888	2,015,220
2030	1,479,507	56,810	1,536,317
2031	935,817	26,235	962,052
2032-2036	477,317	3,710	481,027
Total	$ 10,171,757	$ 550,431	$ 10,722,188

The Hospital as Lessor

As of June 30, 2026, the Hospital has one lessor financing lease for buildings. Building space is leased out for academic medical education and research purposes. The lease is with the University of Nevada, Las Vegas, School of Medicine. The current lease term is twenty four months with monthly payments and annual increases of approximately 3%. Total amount of revenue (lease and interest) recognized in FY 2026 is $342,902 and the lease receivable at June 30, 2026 associated with these building leases is $382,288.

The Hospital recognized a deferred inflow of resources associated with the lease of $372,387 at June 30, 2026 that will be recognized as revenue over the remainder of the lease terms.

8. Other long-term Liabilities (continued)

The future principal receipts and interest revenue for buildings as of June 30, 2026, were as follows:

Fiscal Year Ending June 30	Principal Receipt	Interest Revenue	Total
2027	$ 352,371	$ 6,662	$ 359,033
2028	29,917	75	29,992
Totals	$ 382,288	$ 6,737	$ 389,025

Subscription-Based Information Technology Arrangements

As of June 30, 2026, the Hospital has 79 subscription based information technology arrangements. The terms range from one to six years and implicit interest rates range from 1.68% to 7.3%. The lease payable for subscription based information technology arrangements was $24,495,506 and $15,377,502 as of June 30, 2026 and 2025 respectively. The Hospital made principal and interest payments totaling $11,726,726 and $453,063 related to these leases for the year ended June 30, 2026.

The future principal payments and interest payments for subscription based information technology arrangements as of June 30, 2026, were as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2027	$ 13,471,114	$ 541,166	$ 14,012,280
2028	5,962,217	200,848	6,163,065
2029	3,193,747	94,477	3,288,224
2030	1,853,200	33,729	1,886,929
2031	15,328	121	15,449
Total	$ 24,495,606	$ 870,341	$ 25,365,947

8. Other long-term Liabilities (continued)

Liability Insurance

The Hospital is exposed to various risks of loss related to theft of, damage to and destruction of assets, errors and omissions, injuries to employees and patients, and natural disasters. These risks are covered by the Hospital's self-insured professional and general liability insurance policy, commercial insurance purchased from independent third parties, and the County's worker's compensation program. Settled claims have not exceeded commercial insurance coverage in any of the past three fiscal years.

On January 20, 1987, the Board approved self-insured professional and general liability and workers' compensation insurance programs. In lieu of maintaining insurance coverage, the Board created the professional and general liability fund and the workers' compensation fund. The Hospital has accrued an undiscounted liability for estimated future settlements and claims losses for professional liability, general liability, and workers' compensation using its best estimate of these losses in accordance with actuarially determined amounts. At June 30, 2026 and 2025, the Hospital has accrued professional and general liability of $12,763,312 and $11,500,004, respectively. In the opinion of management, there are no claims or lawsuits asserted or unasserted that would not be adequately covered by insurance and/or the professional and general liability accrual.

8. Other long-term Liabilities (continued)

A summary of changes in the self-insurance liability during fiscal 2026 and 2025 were as follows:

2026

	Beginning Balance	Claims Incurred/ Changes in Estimates	Claims Paid	Ending Balance	Due Within One Year
Professional liability	$ 11,500,004	$ 1,363,608	$ (100,300)	$ 12,763,312	$ 3,186,874
Workers' compensation	5,816,467	2,726,015	(2,284,520)	6,257,962	4,845,962
	$ 17,316,471	$ 4,089,623	$ (2,384,820)	$ 19,021,274	$ 8,032,836

2025

	Beginning Balance	Claims Incurred/ Changes in Estimates	Claims Paid	Ending Balance	Due Within One Year
Professional liability	$ 17,022,632	$ (5,472,088)	$ (50,540)	$ 11,500,004	$ 2,852,866
Workers' compensation	5,660,557	3,385,364	(3,229,454)	5,816,467	4,404,467
	$ 22,683,189	$ (2,086,724)	$ (3,279,994)	$ 17,316,471	$ 7,257,333

9. Related Party Transactions

The Hospital receives payments from the County under a contractual arrangement to provide care for qualifying indigent and emergency care. For the years ended June 30, 2026 and 2025, the Hospital received $357,981 and $2,289,513, respectively, for such care. Amounts received for qualifying indigent and emergency care are included in net patient revenues in the fiscal year the services are rendered.

The County charges for legal and financial services provided to the Hospital. The Hospital recorded costs of $1,341,686 and $1,124,554 for these services during fiscal 2026 and 2025, respectively. At June 30, 2026 and 2025, there were no non-interest bearing amounts due to the County for such services.

The Hospital is billed by the County for its portion of self-insurance premiums for health, dental, and vision insurance. Since the Hospital is affiliated with the County, this liability is reported in the due to related party line on the statement of net position.

A summary of changes in related party liability balances during fiscal 2026 and 2025 follows:

2026	Beginning Balance	Additions	Reductions	Ending Balance
Current liabilities				
Clark County Worker's Compensation	$ 2,786,728	$ 3,506,058	$ (3,000,000)	$ 3,292,786
Clark County Automotive	17,196	179,311	(181,456)	15,051
Clark County Enterprise/Physical	(20,066)	181,611	(114,951)	46,594
Clark County Treasurer	-	117,329	(116,357)	972
Clark County Self-Funded	4,533,737	59,726,377	(56,683,128)	7,576,986
	$ 7,317,595	$ 63,710,686	$ (60,095,892)	$ 10,932,389

2025	Beginning Balance	Additions	Reductions	Ending Balance
Current liabilities				
Clark County Worker's Compensation	$ 1,655,585	$ 4,131,143	$ (3,000,000)	$ 2,786,728
Clark County Automotive	22,758	128,200	(133,762)	17,196
Clark County Enterprise/Physical	11,172	121,477	(152,715)	(20,066)
Clark County Treasurer	-	82,699	(82,699)	-
Clark County Self-Funded	5,584,950	56,051,793	(57,103,006)	4,533,737
	$ 7,274,465	$ 60,515,312	$ (60,472,182)	$ 7,317,595

10. Employee Benefits Plans

Retirement Plan

Substantially all of the Hospital's employees are participants in a retirement plan (the Plan) that is part of the Public Employees' Retirement System (PERS) for public employees in the State. The Plan was established on July 1, 1948, by the Legislature and is governed by the Public Employees' Retirement Board whose seven members are appointed by the Governor. All public employees who meet certain eligibility requirements may participate in the Plan. The Plan is a cost sharing, multiple-employer, defined benefit plan of PERS.

The Hospital does not exercise any control over the Plan and NRS 286.110 states, "Respective participating public employers are not liable for any obligation of the system." Benefits, as required by State Statute, are determined by the number of years of credited service at the time of retirement and the participants' highest average compensation in any 36 consecutive months. Benefit payments to which participants may be entitled under the Plan include pension benefits, disability benefits, and death benefits.

Monthly benefit allowances for regular participants are computed at 2.25% (on or after July 1, 2015), 2.5% (January 1, 2010 – June 30, 2015), 2.67% (July 1, 2001 – December 31, 2009), and 2.5% (prior to July 1, 2001) of average compensation (average of 36 consecutive months of highest compensation) for each credited year of service prior to retirement up to a maximum of 90% of the average compensation for employees entering the system prior to July 1, 1985, and 75% for those entering after that date. The Plan offers several alternatives to the unmodified service retirement benefit which, in general, allows the retired employee to accept a reduced service retirement benefit payable monthly during the employee's life and various optional monthly payments to a named beneficiary after the employee's death. Regular members entering the system prior to January 1, 2010 are eligible for retirement benefits at age 65 with 5 years of service, at age 60 with 10 years of service or at any age with 30 years of service. Regular members entering the system on or after January 1, 2010 are eligible for retirement benefits at age 65 with 5 years of service, or age 62 with 10 years of service or at any age with 30 years of service. Regular members entering the system on or after July 1, 2015 are eligible for retirement benefits at age 65 with 5 years of service, at age 62 with 10 years of service or at age 55 with 30 years of service or at any age with 33 1/3 years of service.

NRS 286.410 establishes the required contribution rates and provides for yearly increases until such time as the actuarially determined unfunded liability of the Plan is reduced to zero. The Hospital is obligated to contribute all amounts due under the Plan. The contribution rate, based on covered payroll, was 36.75%, 33.50%, and 33.50% for each of three years ended June 30, 2026, 2025, and 2024, respectively.

10. Employee Benefits Plans (continued)

The Hospital's contributions to the Plan for the years ended June 30, 2026, 2025, and 2024 were $138,590,430, $123,246,272, and $107,785,956, respectively, and were equal to the required contributions for each fiscal year. At June 30, 2026, 2025, and 2024, accrued compensation and benefits include $14,150,418, $12,851,785, and $11,448,383, respectively, due to PERS.

An annual report containing financial statements and required information for the Plan may be obtained by writing to PERS, 693 West Nye Lane, Carson City, Nevada 89703-1599 or by calling (775) 687-4200.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension Liabilities

At June 30, 2026, the Hospital reported a liability of $638,251,384 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Hospital's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 30, 2025, the Hospital's proportion was 3.71 percent.

At June 30, 2025, the Hospital reported a liability of $676,678,238 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Hospital's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 30, 2024, the Hospital's proportion was 3.75 percent.

10. Employee Benefits Plans (continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2026, the Hospital recognized pension expense of $62,090,089. At June 30, 2026, the Hospital reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ 23,065,866	$ -
Changes in proportion	28,688,491	26,805,288
Differences between expected and actual experience	153,501,089	
Net difference between projected and actual investment earnings on pension plan investments		92,729,963
Hospital contributions subsequent to the measurement date	69,295,214	-
Total	$ 274,550,660	$ 119,535,251

$69,295,214 reported as deferred outflows of resources related to pensions resulting from Hospital employer contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended June 30, 2027.

Other amounts reported as deferred outflows of resources and (deferred inflows) of resources related to pensions will be recognized in pension expense as follows:

10. Employee Benefits Plans (continued)

Year ended June 30	Amount
2027	$ 78,905,539
2028	4,763,682
2029	(5,517,316)
2030	677,851
2031 and after	6,890,439
	$ 85,720,195

Actuarial Assumptions

The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.50%
Investment rate of return	7.25%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.20% to 9.10%, depending on service, Rates include inflation and productivity increases
Other assumptions	Same as those used in the June 30, 2025 funding actuarial valuation

The actuarial assumptions used in the June 30, 2025, valuation were based on the results of the experience study covering the period from July 1, 2016, to June 30, 2020.

The discount rate used to measure the total pension liability was 7.25%, 7.25%, and 7.25% as of June 30, 2025, 2024, and June 30, 2023, respectively. The projection of cash flow used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on the assumption, the pension plans' fiduciary net position at June 30, 2024, was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension Plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2025, June 30, 2024, and June 30, 2023.

10. Employee Benefits Plans (continued)

The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Geometric Expected Real Rate of Return*
U.S. stocks	34%	5.50%
International stocks	14%	5.50%
U.S. bonds	28%	2.25%
Private markets	12%	6.65%
Short-term investments	12%	0.50%
Total	**100%**	

*As of June 30, 2025, PERS' long-term inflation assumption was 2.50%

Pension Liability Discount Rate Sensitivity

The following presents the net pension liability of the Hospital as of June 30, 2025, calculated using the discount rate of 7.25%, as well as what the Hospital's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current discount rate:

	1% Lower (6.25%)	Discount Rate (7.25%)	1% Higher (8.25%)
Hospital's proportionate share of the net pension liability	$ 1,073,859,273	$ 638,251,384	$ 278,904,681

10. Employee Benefits Plans (continued)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Annual Comprehensive Financial Report, available on the PERS website (www.nvpers.org).

Deferred Compensation Plan

The Hospital offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The Hospital does not exercise any control over the assets of the deferred compensation plan. The deferred compensation plan, available to all Hospital employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Postemployment Benefits Other Than Pensions (OPEB)

Plan Description: The Hospital subsidizes eligible retirees' contributions to the Public Employees' Benefits Plan (PEBP), a non-trust, agent multiple-employer defined benefit postemployment healthcare plan administered by the State of Nevada. NRS 287.041 assigns the authority to establish and amend benefit provisions to the PEBP nine-member board of trustees. The plan is now closed to future retirees, however, district employees who previously met the eligibility requirement for retirement within the Nevada Public Employee Retirement System had the option upon retirement to enroll in coverage under the PEBP with a subsidy provided by the Health District as determined by their number of years of service. The PEBP issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employee's Benefits Program, 901 S. Stewart Street, Suite 1001, Carson City, NV, 89701, by calling (775) 684-7000, or by accessing the website at www.pebp.state.nv.us/informed/financial.htm.

The Retiree Health Program Plan (RHPP) is a non-trust, single-employer defined benefit postemployment healthcare plan administered by Clark County, Nevada. Retirees may choose between Clark County Self-Funded Group Medical and Dental Benefits Plan (Self-Funded Plan) and a health maintenance organization (HMO) plan.

10. Employee Benefits Plans (continued)

Benefits Provided

PEBP plan provides medical, dental, prescription drug, Medicare Part B, and life insurance coverage to eligible retirees and their spouses. Benefits are provided through a third-party insurer. RHPP provides medical, dental, prescription drug, and life insurance coverage to eligible active and retired employees and beneficiaries. Benefit provisions are established and amended through negotiations between the respective unions and the Health District.

Employees Covered by Benefit Terms

At the June 30, 2025, measurement date, the following employees were covered by the benefit terms:

	PEBP	RHPP	Total all Plans
Inactive employees or beneficiaries currently receiving benefit payments	202	535	737
Active employees	-	3,639	3,639
Covered spouses	-	134	134
Total	202	4,308	4,510

As of November 1, 2008, PEBP was closed to any new participants.

Total OPEB Liability

The Hospital total OPEB liability of $191,227,147 as of June 30, 2026 was measured at June 30, 2025, and was determined by an actuarial valuation as of June 30, 2024.

Changes in the Total OPEB Liability

	PEBP	RHPP	Total OPEB Liability
Balance recognized at June 30, 2025	$ 9,529,396	$ 213,534,202	$ 223,063,598
Changes Recognized for the Fiscal Year			
Service Cost	-	11,860,817	11,860,817
Interest cost	363,480	8,751,792	9,115,272
Changes in assumptions or other inputs	(1,087,051)	(45,758,162)	(46,845,213)
Benefit payments	(561,099)	(5,406,228)	(5,967,327)
Net Changes	(1,284,670)	(30,551,781)	(31,836,451)
Balance recognized at June 30, 2026	$ 8,244,726	$ 182,982,421	$ 191,227,147

10. Employee Benefits Plans (continued)

Actuarial assumptions and other inputs: The total OPEB liability for all plans as of June 30, 2026 was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Salary increases rate	3.5% per annum
Discount rate	3.65% per annum (BOY), 3.93% per annum (EOY)
Health care cost trend rate:	
Pre-Medicare Medical and Rx Benefits	Select: 7.75%, ultimate: 4.0%
Medicare Benefits	Select: 6.75%, ultimate: 4.0%
Dental	Select: 4.0%, ultimate: 4.0%
Stop Loss Fees	Select: 7.75%, ultimate: 4.0%
Administrative Fees/Dental	Select: 4.0%, ultimate: 4.0%
Per Capita Health Claim Cost:	
PPO	$12,582 at age 60; $8,257 at age 70; $16,345 at age 70 with no Medicare
EPO	$12,737 at age 60; $8,358 at age 70; $16,546 at age 70 with no Medicare

Post-Retirement Mortality Rates:

Pub-2010 headcount weighted base mortality table, projected generationally using Scale MP-2021, applied on a gender-specific and job class basis (teacher, safety, or general, as applicable).

Key Assumption Changes from the Prior Valuation

- The discount rate was updated from 3.65% to 3.93%;
- The trend rates were updated to an initial rate of 7.75% (6.75% for Post-65) grading down to an ultimate rate of 4.00%. The Select trend rates are updated to reflect the higher than anticipated rising healthcare costs environment;
- The termination and retirement rates were updated to the rates from the Nevada PERS Actuarial Valuation report as of June 30, 2023;
- The salary scale was updated from 3.0% to 3.5% based on the wage growth assumption from the 2023 NVPERS.

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the Hospital, as well as what the Hospital's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.93 percent) or 1 percentage point higher (4.93 percent) than the current discount rate:

10. Employee Benefits Plans (continued)

	1% Decrease 4.20%	Discount Rate 5.20%	1% Increase 6.20%
PEBP	$ 9,153,000	$ 8,245,000	$ 7,478,000
RHPP	220,382,000	182,982,000	153,703,000
Total OPEB Liability	$ 229,535,000	$ 191,227,000	$ 161,181,000

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the Hospital, as well as what the Hospital's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1- percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Trend	1% Increase
PEBP	$ 7,515,000	$ 8,245,000	$ 9,090,000
RHPP	151,135,000	182,982,000	224,764,000
Total OPEB Liability	$ 158,650,000	$ 191,227,000	$ 233,854,000

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2026, the Hospital recognized OPEB expense of $6,581,060. The breakdown by plan is as follows:

	PEBP	RHPP	Total OPEB Total All plans
OPEB Expense	$ (723,571)	$ 7,304,631	$ 6,581,060

10. Employee Benefits Plans (continued)

At June 30, 2026, the Hospital reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

		Deferred Outflows of Resources	Deferred Inflows of Resources
PEBP			
	Contributions made in fiscal year ending 2026 after July 1, 2025 measurement date	$ 516,000	$ -
Total PEBP		$ 516,000	$ -
RHPP			
	Differences between expected and actual experience	$ 32,848,366	$ 52,402,600
	Changes of assumptions or other inputs	22,365,311	95,120,820
	Contributions made in fiscal year ending 2026 after July 1, 2025 measurement date	4,382,000	-
Total RHPP		$ 59,595,677	$ 147,523,420
Total All Plans			
	Differences between expected and actual experience	$ 32,848,366	$ 52,402,600
	Changes of assumptions or other inputs	22,365,311	95,120,820
	Contributions made in fiscal year ending 2026 after July 1, 2025 measurement date	4,898,000	-
Total All Plans		$ 60,111,677	$ 147,523,420

The amount of $4,898,000 reported as deferred outflows of resources related to OPEB from Hospital contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2027. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year ending June 30,	RHPP
2027	$ (11,758,190)
2028	(11,758,190)
2029	(11,758,190)
2030	(11,758,190)
2031	(11,758,190)
Thereafter	(33,518,793)
	$ (92,309,743)

11. Commitments and Contingencies

Litigation

The Hospital is involved in litigation and regulatory investigations arising in the ordinary course of business. The Hospital does not accrue for estimated future legal and defense costs, if any, to be incurred in connection with outstanding or threatened litigation and other disputed matters, but rather records such as period costs when services are rendered.

HIPAA

The Health Insurance Portability and Accountability Act ("HIPAA") was enacted on August 21, 1996, to assure health insurance portability, reduce healthcare fraud and abuse, guarantee security and privacy of health information, and enforce standards for health information. Effective August 2009, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") was introduced imposing notification requirements in the event of certain security breaches relating to protected health information. Organizations are subject to significant fines and penalties if found not to be compliant with the provisions outlined in these laws and accompanying regulations.

Cyber Security Incident

During June 2021, the Hospital's cybersecurity team recognized suspicious activity on the Hospital's computer network and responded by immediately restricting external access to its computer servers. The Hospital worked with law enforcement and cybersecurity professionals to investigate this activity. Based upon this investigation, the Hospital believes cybercriminals accessed a server used to store data. This type of attack has become increasingly common in the healthcare industry, with hospitals worldwide experiencing similar situations. The cyber-attack and internal response did not result in disruptions to patient care or the Hospital's clinical systems.

Although the Hospital has no reason to believe cybercriminals accessed any clinical systems, in accordance with applicable federal regulations, the Hospital notified patients and employees that their personal information may be at risk. The Hospital provided patients and staff with access to complimentary identity protection and credit monitoring services and contacted patients and staff directly to provide information about how to access the complimentary services.

11. Commitments and Contingencies (continued)

As a result of the June 14, 2021, cyberattack, two (2) separate class action lawsuits were filed. On September 15, 2023, the two (2) separate class action lawsuits were consolidated in state court, and both cases were remanded from federal court after UMC had previously removed the cases to federal court. The following causes of action are being asserted: (1) Negligence; (2) Invasion of Privacy; (3) Breach of Contract; (4) Breach of Implied Contract; (5) Violation of Deceptive Trade Practices Act; (6) Negligent Misrepresentation; and (7) Violation of NRS 41.600, i.e., fraud and deceptive trade acts. On July 25, 2026, the Court entered a new Order Setting Jury Trial, with a new trial date of March 16, 2027. Discovery has closed. UMC's main exposure remains the allegation that UMC's IT security systems did not meet industry and technical safeguard standards (e.g., NIST, ISO/IEC 27001, HIPAA, etc.) on the date of the attack. In addition, Plaintiffs filed for Motion to Certify Class on September 24, 2026. The Court will hear oral argument on said Motion on November 12, 2026.

The potential that a class will be certified is possible and the exposure to UMC remains very high should the putative class of ONE MILLION THREE HUNDRED FOUR THOUSAND FIVE-HUNDRED AND NINETY-FOUR (1,304,594) affected patients be certified. On September 1, 2026, Plaintiffs' counsel conveyed a "settlement offer" of ONE HUNDRED THIRTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND AND FOUR HUNDRED DOLLARS ($130,459,400) based upon a calculation of ONE HUNDRED DOLLARS ($100) per class member. UMC did not entertain this settlement offer as Plaintiffs still need to prove how/if they were damaged by the alleged breach.

Employee Benefit Retirement Plan
Net Pension Liability
Required Supplementary Information

Schedule of the Hospital's Proportionate Share of the Net Pension Liability
Public Employees' Retirement System of Nevada
(Amounts Were Determined as of 6/30 of Each Prior Fiscal Year)*

	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017
Hospital's proportion of net pension liability (%)	3.71%	3.75%	3.93%	3.49%	3.44%	3.66%	3.82%	3.76%	3.58%	3.49%
Hospital's proportionate share of net pension liability	$ 638,251,384	$ 676,678,238	$ 716,838,932	$ 630,420,958	$ 313,924,210	$ 510,283,540	$ 521,536,183	$ 512,951,016	$ 476,011,834	$ 469,010,768
Hospital's covered-employee payroll	$ 380,144,520	$ 362,931,044	$ 325,847,737	$ 307,612,768	$ 258,994,712	$ 247,058,515	$ 263,088,842	$ 264,122,683	$ 250,244,531	$ 230,360,225
Hospital's proportionate share of net pension liability as a percentage of its covered-employee payroll	167.90%	186.45%	219.99%	204.94%	121.21%	206.54%	198.24%	194.21%	190.22%	203.60%
Plan fiduciary net position as a percentage of total pension liability	80.47%	78.11%	76.16%	75.12%	86.51%	77.04%	76.46%	75.24%	74.40%	72.20%

This schedule is presented to illustrate the requirement to show information for 10 years.

* The amounts are determined from the prior fiscal year for the current reporting year.

Employee Benefit Retirement Plan
Note to Required Supplementary Information

Schedule of Hospital's Contributions
Public Employees' Retirement System of Nevada
(Amounts Were Determined as of 6/30 Prior Fiscal Year)

	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017
Statutorily required contributions	$ 69,295,215	$ 61,623,136	$ 53,892,978	$ 45,516,255	$ 38,411,410	$ 36,017,847	$ 38,205,556	$ 36,785,296	$ 35,026,725	$ 31,952,786
Contributions in relations to statutorily required contributions	$ 69,295,215	$ 61,623,136	$ 53,892,978	$ 45,516,255	$ 38,411,410	$ 36,017,847	$ 38,205,556	$ 36,785,296	$ 35,026,725	$ 31,952,786
Contributions deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hospital's covered-employee payroll	$ 380,144,520	$ 362,931,044	$ 325,847,737	$ 307,612,768	$ 258,994,712	$ 247,058,515	$ 263,088,842	$ 264,122,683	$ 250,244,531	$ 230,360,225
Contributions as a percentage of covered-employee payroll	18.23%	16.98%	16.54%	14.80%	14.83%	14.58%	14.52%	13.93%	14.00%	13.87%

This schedule is presented to illustrate the requirement to show information for 10 years.

Changes of benefit terms: There were no changes of benefit terms in 2026.

Changes of assumptions: There were no changes of benefit assumptions in 2026.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

Other Postemployment Benefits
Required Supplementary Information

Schedules of Changes in the Total OPEB Liability and Related Ratios
For the Year Ended June 30 of Each Prior Fiscal Year

PEBP Plan

Total OPEB Liability	2026	2025	2024	2023	2022	2021	2020	2019	2018
Service cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	363,480	438,627	438,674	423,836	437,416	712,888	754,777	837,289	752,369
Changes of benefit terms		-	-	-	-	-	-	-	-
Difference between actual and expected experience	-	(3,121,071)	-	(4,823,125)	-	(3,738,844)	-	(6,654)	50,232
Changes of assumptions or other inputs	(1,087,051)	488,190	(200,203)	(2,163,355)	94,725	3,217,101	941,195	(4,153,809)	(2,555,531)
Benefit payments	(561,099)	(587,064)	(639,383)	(695,509)	(709,878)	(823,720)	(838,318)	(910,344)	(943,003)
Net Change in Total OPEB Liability	(1,284,670)	(2,781,318)	(400,912)	(7,258,153)	(177,737)	(632,575)	857,654	(4,233,518)	(2,695,933)
Total OPEB Liability - Beginning	9,529,396	12,310,714	12,711,626	19,969,779	20,147,516	20,780,091	19,922,437	24,155,955	26,851,888
Total OPEB Liability - Ending	$ 8,244,726	$ 9,529,396	$ 12,310,714	$ 12,711,626	$ 19,969,779	$ 20,147,516	$ 20,780,091	$ 19,922,437	$ 24,155,955
Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

RHPP

Total OPEB Liability	2026	2025	2024	2023	2022	2021	2020	2019	2018
Service cost	$ 11,860,817	$ 7,747,306	$ 7,624,942	$ 8,833,263	$ 8,937,345	$ 8,093,442	$ 6,766,369	$ 17,486,880	$ 18,335,102
Interest	8,751,792	7,289,123	6,838,826	4,382,094	4,227,380	5,552,088	5,423,405	9,615,301	8,032,804
Changes of benefit terms		-	-	-	-	-	-	-	-
Difference between actual and expected experience		8,098,587	-	36,194,916	-	(6,056,494)	-	(116,492,033)	5,259
Changes of assumptions or other inputs	(45,758,162)	527,060	(4,101,522)	(54,635,189)	1,687,151	28,178,688	9,761,359	(24,138,375)	(35,408,967)
Benefit payments	(5,406,228)	(4,165,149)	(3,774,404)	(2,734,210)	(3,580,284)	(4,336,810)	(5,236,733)	(3,154,125)	(3,220,455)
Net Change in Total OPEB Liability	(30,551,781)	19,496,927	6,587,842	(7,959,126)	11,271,592	31,430,914	16,714,400	(116,682,352)	(12,256,257)
Total OPEB Liability - Beginning	213,534,202	194,037,275	187,449,433	195,408,559	184,136,967	152,706,053	135,991,653	252,674,005	264,930,262
Total OPEB Liability - Ending	$ 182,982,421	$ 213,534,202	$ 194,037,275	$ 187,449,433	$ 195,408,559	$ 184,136,967	$ 152,706,053	$ 135,991,653	$ 252,674,005
Covered Payroll	$ 362,931,044	$ 325,847,737	$ 307,612,768	$ 258,994,712	$ 247,058,515	$ 263,088,842	$ 231,341,937	$ 231,341,937	$ 231,533,548
Total OPEB Liability as a Percentage of Covered Payroll	50%	66%	63%	72%	79%	70%	66%	59%	109%

Fiscal year 2018 is the first year of implementation, therefore only nine years are shown.
As it becomes available this schedule will ultimately present information for the ten most recent fiscal years.

Other Postemployment Benefits
Note to Required Supplementary Information

There are no assets accumulated in a trust to pay related benefits.

Changes of Assumptions

With reporting date of June 30, 2026, key assumption changes remains the same as in the prior valuation as follows:

- The discount rate was updated from 3.65% to 3.93%;
- The trend rates were updated to an initial rate of 7.75% (6.75% for Post-65) grading down to an ultimate rate of 4.00%. The Select trend rates are updated to reflect the higher than anticipated rising healthcare costs environment;
- The termination and retirement rates were updated to the rates from the Nevada PERS Actuarial Valuation report as of June 30, 2023;
- The salary scale was updated from 3.0% to 3.5% based on the wage growth assumption from the 2023 NVPERS.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada
Statements of Revenues and Expenses, Budget to Actual Comparisons
For the fiscal year ended June 30, 2026
(With comparative actual for the fiscal year ended June 30, 2025)

	2026					2025
	Original Budget	**Final Budget**	**Actual**	**Variance (Original and Final Budget)**	**Variance (Final Budget and Actual)**	**Actual**
Operating revenues:						
Intergovernmental revenues:						
Grants	$ 2,456,495	$ 2,456,495	$ 2,393,212	$ -	$ (63,283)	$ 3,023,119
Charges for services:						
Net patient revenue	1,044,938,461	1,044,938,461	1,033,152,024	-	(11,786,437)	993,620,259
Other operating revenues	49,726,721	49,726,721	39,772,993	-	(9,953,728)	46,296,827
Total operating revenues	**1,097,121,677**	**1,097,121,677**	**1,075,318,229**	**-**	**(21,803,448)**	**1,042,940,205**
Operating expenses:						
Salaries and wages	499,051,588	494,029,025	465,359,572	(5,022,563)	(28,669,453)	445,086,476
Employee benefits	208,659,020	206,469,893	202,926,221	(2,189,127)	(3,543,672)	186,721,066
Services and supplies	215,486,551	215,450,539	198,101,333	(36,012)	(17,349,206)	197,734,785
Professional fees	35,939,657	35,939,657	31,670,146	-	(4,269,511)	28,425,712
Purchased services	99,168,931	98,078,506	113,930,843	(1,090,425)	15,852,337	119,562,424
Other	19,464,065	22,172,864	20,158,374	2,708,799	(2,014,490)	13,232,734
Rent	2,104,205	2,104,205	1,815,893	-	(288,312)	1,944,587
Depreciation and amortization	59,170,368	59,170,368	56,737,713	-	(2,432,655)	49,455,802
Total operating expenses	**1,139,044,385**	**1,133,415,057**	**1,090,700,095**	**(5,629,328)**	**(42,714,962)**	**1,042,163,586**
Provision for OPEB and net pension liabilities	24,748,992	24,748,992	(1,987,392)	-	(26,736,384)	11,764,203
Loss from operations	**(66,671,700)**	**(61,042,372)**	**(13,394,474)**	**5,629,328**	**47,647,898**	**(10,987,584)**
Nonoperating revenues (expenses):						
Gain on change in investments	5,630,593	5,630,593	6,455,762	-	825,169	11,382,309
Interest expense	(911,677)	(911,677)	(1,958,928)	-	(1,047,251)	(1,062,148)
Other nonoperating revenue (expenses)	-	-	240,403	-	240,403	(87,177)
Total nonoperating revenues (expenses)	**4,718,916**	**4,718,916**	**4,737,237**	**-**	**18,321**	**10,232,984**
Loss before transfers	**(61,952,784)**	**(56,323,456)**	**(8,657,237)**	**5,629,328**	**47,666,219**	**(754,600)**
Transfers In	**-**	**-**	**5,000,000**	**-**	**5,000,000**	**5,554,223**
Change in Net Position	**$ (61,952,784)**	**$ (56,323,456)**	**$ (3,657,237)**	**$ 5,629,328**	**$ 52,666,219**	**$ 4,799,623**

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada
Statements of Cash Flows Budget to Actual Comparisons
For the fiscal year ended June 30, 2026
(With comparative actual for the fiscal year ended June 30, 2025)

	2026					2025
	Original Budget	**Final Budget**	**Actual**	**Variance (Original and Final Budget)**	**Variance (Final Budget and Actual)**	**Actual**
Cash flows from operating activities:						
Cash received from patients and third-party payers	$ 1,044,938,461	$ 1,044,938,461	$ 1,125,322,051	$ -	$ 80,383,590	$ 899,537,045
Cash payments to employees for services and benefits	(732,459,601)	(725,247,909)	(679,970,676)	7,211,692	45,277,233	(630,537,022)
Cash payments to suppliers for goods and services	(372,163,408)	(373,745,769)	(358,660,855)	(1,582,361)	15,084,914	(367,709,770)
Other operating receipts	52,183,216	52,183,216	41,698,574	-	(10,484,642)	49,657,531
Net cash provided by (used in) operating activities	**(7,501,332)**	**(1,872,001)**	**128,389,094**	**5,629,331**	**130,261,095**	**(49,052,216)**
Cash flows from noncapital financing activities:						
Contributions and transfers in from Clark County	-	-	5,000,000	-	5,000,000	5,554,223
Net cash provided by noncapital financing activities	**-**	**-**	**5,000,000**	**-**	**5,000,000**	**5,554,223**
Cash flows from capital and related financing activities:						
Purchase of property and equipment, net	(48,906,896)	(48,906,896)	(19,895,621)	-	29,011,275	(62,242,917)
Principal paid on loan payable, related party	-	-	(2,876,278)	-	(2,876,278)	-
Interest paid on loan payable, related party	(911,679)	(911,679)	(123,722)	-	787,957	-
Principal paid on lease and subscription liabilities			(19,383,625)	-	(19,383,625)	(18,655,149)
Interest paid on lease and subscription liabilities			(1,835,206)	-	(1,835,206)	(1,062,148)
Other	-	-	240,403	-	240,403	(87,177)
Net cash used in capital and related financing activities	**(49,818,575)**	**(49,818,575)**	**(43,874,049)**	**-**	**5,944,526**	**(82,047,391)**
Cash flows from investing activities						
Gain on change of the investments	5,630,593	5,630,593	6,455,762	-	825,169	11,382,309
Net (decrease) increase in cash and cash equivalents	**(51,689,314)**	**(46,059,983)**	**95,970,807**	**5,629,331**	**142,030,790**	**(114,163,075)**
Cash and cash equivalents:						
Beginning of year	**267,198,058**	**267,198,058**	**132,519,742**	**-**	**(134,678,316)**	**246,682,817**
End of year	**$ 215,508,744**	**$ 221,138,075**	**$ 228,490,549**	**$ 5,629,331**	**$ 7,352,474**	**$ 132,519,742**

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Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

UMC Governing Board
University Medical Center of Southern Nevada
Las Vegas, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of University Medical Center of Southern Nevada (the Hospital), a component unit of Clark County, Nevada, which comprise the Hospital's statements of financial position as of June 30, 2026 and 2025, and the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements, which collectively comprise the Hospital's basic financial statements, and have issued our report thereon dated October 23, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Hospital's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hospital's internal control. Accordingly, we do not express an opinion on the effectiveness of the Hospital's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Hospital's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hospital's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Hospital's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Hospital's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BDO USA, P.C.

Las Vegas, Nevada
October 23, 2026

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

Issue: **Education – Revenue Cycle**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive a presentation on a patient moving through the revenue cycle system, including AI opportunities; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Committee will receive an educational update on the revenue cycle system and AI opportunities.

Cleared for Agenda
November 12, 2026

Agenda Item #

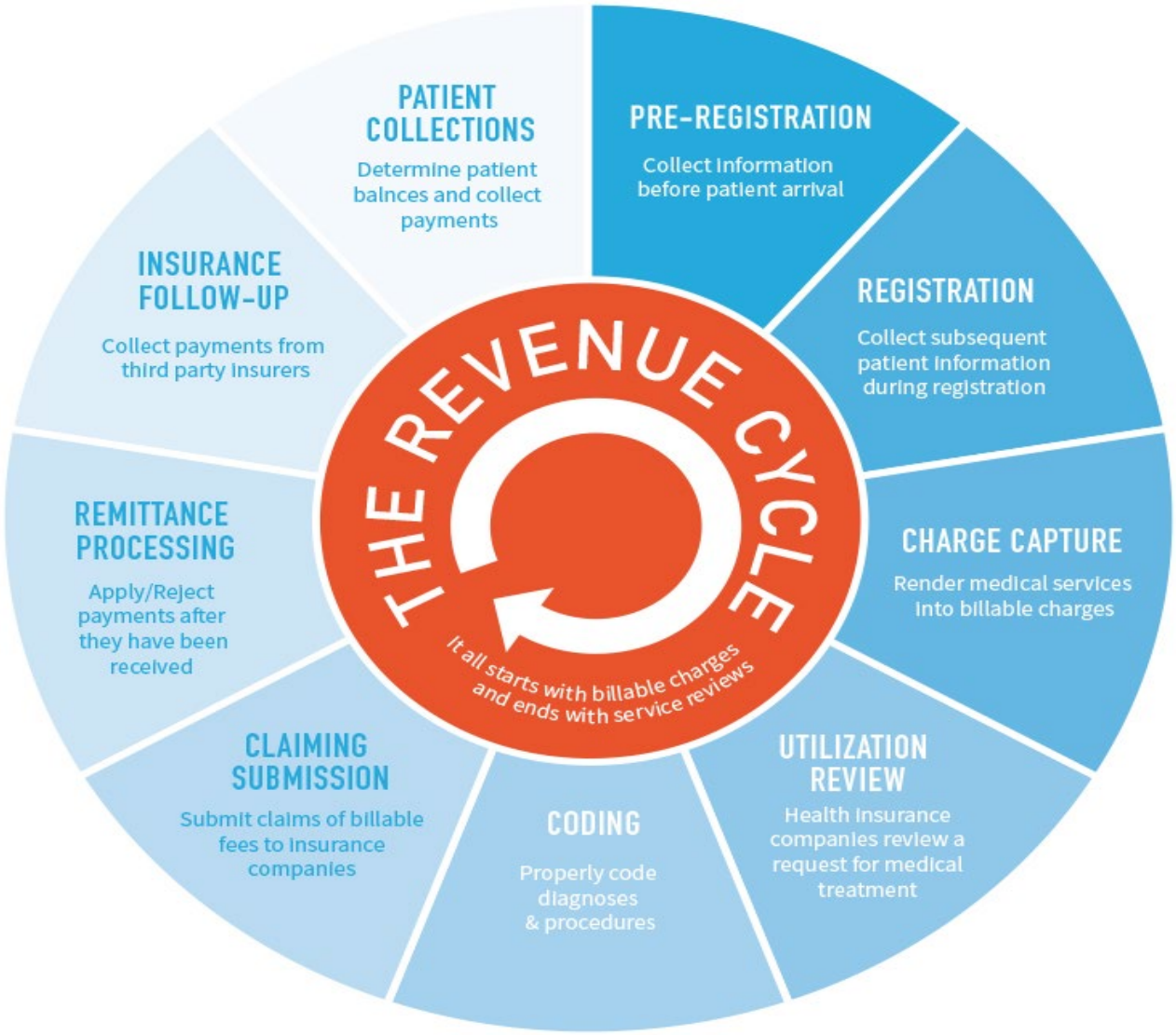
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UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

Revenue Cycle AI Opportunities

Current Capabilities, Future Applications, and Financial Impact



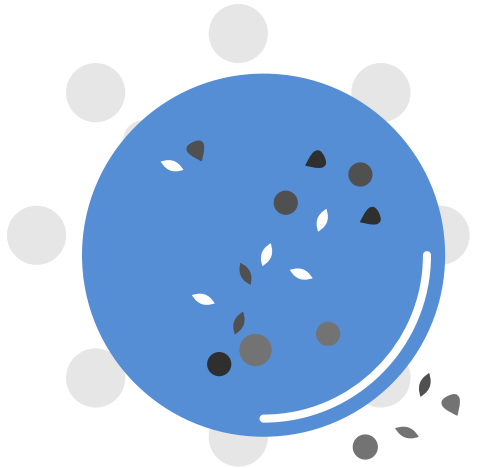
Revenue Cycle Goal

Optimize patient access, documentation, reimbursement, and collections through automation and AI.

FRONT-END REVENUE CYCLE

Patient Access and Financial Clearance

Function	AI Opportunity
Scheduling	Automated appointment management
Registration	AI-assisted patient intake
Eligibility Verification	Automated insurance verification
Prior Authorization	Workflow automation
POS Collections	Payment estimation and collection support



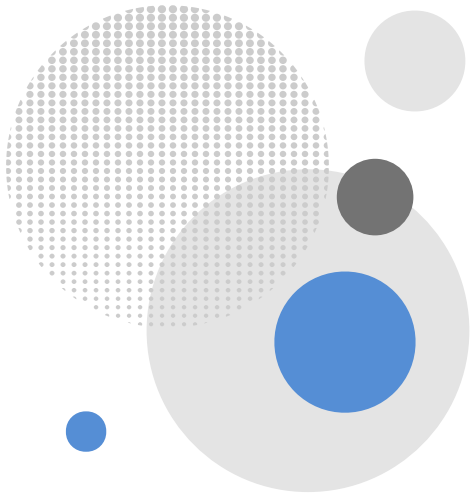
EXPECTED BENEFITS

- Reduced staffing needs
- Fewer authorization delays
- Improved patient experience
- Lower registration errors

MID-CYCLE REVENUE CYCLE

Documentation, Coding & Utilization Management

Function	AI Opportunity
Case Management	Medical necessity insights
Charge Capture	Coding suggestions
CDI	Real-time documentation prompts
HIM Review	Automated deficiency detection
Coding	Computer Assisted Coding (CAC)



STATUS

- ✅ CDI Assistance Implemented
- ✅ Coding Assistant Implemented
- 🔄 Additional AI capabilities under evaluation

BACK-END REVENUE CYCLE

Claims & Collections

Function	AI Opportunity
Claims Submission	Automated claim scrubbing
Payment Posting	Intelligent remittance processing
Denials	Appeal generation
Insurance Follow-Up	Automated payor outreach
Patient Billing	Self-service billing support



PRIMARY GOALS

- Increase clean claim rates
- Reduce denials
- Accelerate cash collection
- Improve patient experience

Front-End and Mid-Cycle Revenue Cycle FTEs and Vendors

Department	UMC Employed FTEs	Vendor FTEs	Total FTEs
PAS	112.8	-	**112.8**
CM	56.5	-	**56.5**
CDI	3.0	15.0	**18.0**
HIM	43.0	34.8	**77.8**
TOTAL	215.3	49.8	265.1

VENDOR	ANNUAL COST
CDI	
Brundage (CDI Staffing)	$1,963,566
Intero Group HIM Services (CDI Staffing)	$1,076,067
	$3,039,633
HIM	
AGS (Inpatient Coding Staffing)	$545,568
Healthcare Inspired (Outpatient Coding/Auditing Staffing)	$1,285,200
Iron Mountain (Paper Storage)	$567,867
MRO (Release of Information Staffing)	$480,000
Optum Integrity One (CAC and Encoder)	$700,000
Savista (Outpatient Coding/Auditing Staffing)	$4,087,008
	$7,665,643
TOTAL	**$10,705,276**

Key Takeaway: Roughly 50 vendor-supported FTEs - with a total annual cost of $10.7M - are utilized in CDI and HIM, representing significant future automation opportunities.

Back-End Revenue Cycle FTEs and Vendors

Department	UMC Employed FTEs	Vendor FTEs	Total FTEs
Patient Accounting	99.0	106.0	205.0

Key Opportunity: Reduce vendor dependency through AI-enabled automation and workflow optimization.

Patient Accounting Vendors	# of FTEs	Annual Cost	FY26 Collections
Aargon (Bad Debt Collections)	45.0	$598,398	$5,964,479
Aspirion (Zero Balance Accounts - Additional Recovery)	1.0	$232,258	$1,434,053
Aspirion Medicaid (Out of State Medicaid)	9.0	$389,467	$5,345,620
Aspirion Work Comp (Worker's Comp)	4.0	$669,763	$11,751,125
CSI (COB/Accident Details/Police Reports)	4.0	$108,680	N/A
FinThrive (Insurance Discovery)	4.0	$157,880	N/A
HRMG (Early Out Collections)	10.0	$633,194	$11,194,528
Knowtion Health (Hospital Clinical Denials/Line-Item Audits)	19.0	$899,150	$10,119,805
Sunbelt (International Accounts)	10.0	$284,328	$3,265,263
	106.0	**$3,973,118**	**$49,074,873**

Penny. AI for the Revenue Cycle

UMC UNIVERSITY MEDICAL CENTER

Coding Assistant

Save coders time by analyzing note text and surfacing procedure and diagnosis codes, speeding up routine coding and improving efficiency for cases with heavy abstraction.

- *Charges reviewed with the PB Coding Assistant have a 33% lower frequency of coding-related denials compared to other charges held for manual review.*

Active

Clinical Documentation Improvement Suggestions

Evaluate the patient's clinical documentation, identify query opportunities to improve the documentation's quality, and justify each suggestion.

- *New York Consortium more than doubled the number of impactful queries sent per day.*

Active

Denial Appeal Assistant

When denial specialists appeal outpatient or ED medical necessity or authorization denial, draft the basis for appeal based on the clinical documentation, saving staff time and speeding up appeals.

- *Northwestern Medicine saw a 23% decrease in the time it takes to work medical necessity denials.*

Active

Medical Necessity Insights for Prior Authorization

Analyze patient data, compile supporting evidence, and create insights that support medical necessity to facilitate speedy and accurate prior auth submission.

- *Stanford HealthCare saw a 25% reduction in peer-to-peer.*

Planned

Penny. AI for the Revenue Cycle

Front-End Revenue Cycle: Available Today

To make the best use of these features, you need to be using Gallery Document Manager.

- Medical Necessity Insights for Prior Authorizations **P**
- Prior Authorization Portal Assistant
- Surgical CPT/Auth Mismatch Detection **A**
- Referral Faxes Transcription Assistant
- Payer Policy Insights for authorization **P**
- Financial Assistance Application Assistant **P**

Middle Revenue Cycle: Available Today

- Clinical Documentation Improvement Suggestions **P**
- CDI Nudges for Physicians **P**
- CDI account prioritization
- Compliance Audit Checklist Assistant
- Code with Penny for ED and imaging
- Coding Assistant **A**
- Modifier Assistant*
- Professional Level of Service Assistant
- ED Facility Charge Edge Case Detection
- Pre- and Post-Visit Risk Adjustment Coding Assistants
- Claim Edit Agent*

Back-End Revenue Cycle: Available Today

To make the best use of these features, you need to be using automated claim status messages, loading payer policies and clinical guidelines into the system, and using Gallery.

- HB/PB Appeal Assistant, including: **A**
  - Outpatient Denial Appeal Assistant
  - Inpatient Denial Appeal Assistant
  - Load Guidelines & Policies
  - Auto-create appeal letters and packets
  - Payer denial rationale
  - Appeal readiness assessment
  - Guideline criteria evaluation
- EOB Posting Agent
- Denial Resolution Assistant and auto-resolution* **A**
- Underpayment Assistant*
- Rejection Assistant*
- Conversational Assistant for Billing Actions*
- Factory infrastructure for custom agents

In Development: Planned for Future Releases

- Code with Penny for surgery and other areas
- Custom AI appeal playbook
- Coding appeal assistance for denials and underpayments
- Underpayment resolution
- Automatic coding for prior authorizations
- SlicerDicer SideKick for:
  - Payer billing threads
  - Payment plans
  - CDI inpatient accounts
  - Authorization requests
- Proactive AI insights and alerts for analytics

Current State Challenges

Our existing hosted Cogito environment (Clarity + Caboodle) faces growing constraints:

- Performance bottlenecks and resource contention during peak reporting periods
- Primarily daily data latency, limiting operational and near-real-time use cases
- Ongoing capital and operational burden of hardware, SQL licensing, storage growth, and database administration
- Increasing misalignment with Epic's product direction as new AI, cognitive computing, and advanced analytics capabilities are built for the cloud architecture

Why Cogito Cloud

Epic is re-architecting Cogito onto a Microsoft Azure-based lakehouse (via Nebula). Moving delivers four primary benefits:

1. Performance & Scalability

Elastic compute eliminates chronic slowdowns. Early adopters have reported dramatic improvements in long-running report times (up to 90% faster in published examples).

2. Fresher Data

Commonly used datasets move from daily to hourly (or better) ingestion, enabling more responsive operational dashboards, capacity management, and AI/ML workloads.

3. Lower Infrastructure Overhead

Reduces or eliminates hardware refresh cycles, over-provisioned servers, and heavy database administration. Shifts costs toward a more consumption-based model and frees analytics staff for higher-value work.

4. Strategic Alignment

Positions UMC for Epic's emerging Cosmos-powered models, cognitive computing tools, and agent capabilities, which are being developed primarily on the cloud platform.

Multi Year PO | 4800013746 | Supplier | 868314 HUMMINGBIRD HEALTHC... | Doc. date | 04/10/2026

Header

S..	Itm	A	I	Material	Short Text	PO Quantity	O...	C	Deliv. Date	Net Price	Curr...	Per	O...	Matl Group	Plnt
	10	K			EPIC STRATEGIC PROJECTS YR1	1,350,000	USD	D	04/08/2027	1.00	USD	1	USD	MISCELLAN...	University Medical ...
	20	K			EPIC STRATEGIC PROJECTS YR2	1,500,000	USD	D	04/08/2028	0.00	USD	1	USD	MISCELLAN...	University Medical ...
	30	K			EPIC STRATEGIC PROJECTS YR3	1,500,000	USD	D	04/08/2029	0.00	USD	1	USD	MISCELLAN...	University Medical ...

Rapid Data Movement



Explore data in SlicerDicer for even more use cases

COGITO CLOUD

Data Sharing



Secured data access for research and across cloud platforms

COGITO CLOUD

Cogito Assistant



Use generative AI to find existing reporting content or draft SlicerDicer sessions based on users' plain-language questions.

COGITO CLOUD

MyChart Session Analytics



Understand how patients are using MyChart workflows.

COGITO CLOUD INFRASTRUCTURE

Emmie

Epic's AI-powered virtual assistant in MyChart.

COGITO CLOUD INFRASTRUCTURE

FACTORY

Create, monitor, and evaluate AI agents and automated workflows for healthcare.

OPTIONAL ADDITIONAL DATA SOURCE

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

Issue: **Education – Uncompensated Care in Las Vegas**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive a presentation on uncompensated care for all Las Vegas hospitals; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Committee will receive an educational update on uncompensated care in the Las Vegas valley.

Cleared for Agenda
November 12, 2026

Agenda Item #
6

UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

Unreimbursed and Uncompensated Cost of Care

FYE 2025

Provider Number	Provider Name	Available Beds	Available Beds (% of total)	FYE	Unreimbursed & Uncompensated Care Cost	UCC (% of total)
290007	UNIVERSITY MEDICAL CENTER	490	10.1%	6/30/2025	$84,642,213	19.9%
290003	SUNRISE HOSPITAL AND MEDICAL CENTER	850	17.5%	1/31/2025	$64,639,190	15.2%
290046	SPRING VALLEY HOSPITAL MEDICAL CNTR	424	8.7%	12/31/2025	$43,873,566	10.3%
290045	ST. ROSE DOMINICAN - SIENA	366	7.5%	6/30/2025	$42,514,875	10.0%
290021	VALLEY HOSPITAL MEDICAL CENTER	304	6.3%	12/31/2025	$36,645,118	8.6%
290039	MOUNTAIN VIEW HOSPITAL	481	9.9%	12/31/2025	$26,526,594	6.2%
290054	CENTENNIAL HILLS HOSPITAL	318	6.5%	12/31/2025	$24,440,333	5.7%
290041	SUMMERLIN HOSPITAL MEDICAL CENTER	405	8.3%	12/31/2025	$24,394,103	5.7%
290062	WEST HENDERSON HOSPITAL	102	2.1%	12/31/2025	$17,732,815	4.2%
290053	ST. ROSE DOMINICAN - SAN MARTIN	118	2.4%	6/30/2025	$16,876,247	4.0%
290047	SOUTHERN HILLS HOSPITAL & MEDICAL CT	311	6.4%	1/31/2025	$16,537,251	3.9%
290057	HENDERSON HOSPITAL	315	6.5%	12/31/2025	$16,403,433	3.9%
290005	NORTH VISTA HOSPITAL	201	4.1%	12/31/2025	$6,673,679	1.6%
290012	ST. ROSE DOMINICAN - DELIMA	10	0.2%	6/30/2025	$3,151,352	0.7%
290058	DIGINTY HEALTH ST ROSE DOMINICAN	42	0.9%	12/31/2025	$259,644	0.1%
290042	HARMON HOSPITAL	118	2.4%	12/31/2025	$219,481	0.1%

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.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 21, 2026

Agenda Item #

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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
8	NRS 332.115(1)(b)	No	P+W Nevada, Inc. D/B/A Perkins&Will	New	N/A	2 Years	15 days without cause	$421,575	N/A	None	Experience	This Agreement for Architectural Services will allow Perkins & Will to provide comprehensive architectural and design services to support the cosmetic renovation and spatial programming of the hospital's children's units. The project, as envisioned, aims to elevate the healing environment and improve the patient experience across multiple clinical touchpoints within the pediatric units. The physical scope explicitly encompasses the cosmetic modernization of the second-floor inpatient areas, the third-floor emergency department/sedation area, and the ground-floor intake area.
9	NRS 450.525 NRS 450.530	Yes	Brightview Landscaping Services, Inc.	Amendment	Yes	1 Year	30 day written notice without cause	Base Agreement: $2,100,000 Previous Amendment 1: New NTE $2,383,108.00 Previous Amendment 2: New NTE $2,991,766.72 Amendment 4: $637,139.64 Cumulative Total $3,628,906.36	N/A	Cost Increase $637,139.64	Environmental Services	This Fourth Amendment to the Agreement for Landscape Services with Brightview Landscape Services will extend the existing Agreement for one year, increase the not-to-exceed amount to pay the annual cost for extending this services for an additional year.
10	NRS 450.525 NRS 450.530	Yes	Flex Financial; Stryker Sales, LLC	New Equipment Schedule	N/A	3 Years	Budget Act and Fiscal Fund Out; 60-Day w/o Cause	$3,297,468.00	N/A	None	OR	The Equipment Schedule is to lease the AIM 4K Video Platform. This platform enhances patient outcomes by providing premium optics and cross-specialty functionality, along with advanced imaging capabilities that support tissue perfusion assessment and the identification of critical anatomy. These advanced imaging modalities will improve efficiency and workflow in the operating room, reduce surgical complications, and ensure optimal patient care.

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

Issue:	**Agreement for Architectural Services (Regarding Children's Units) with P+W Nevada, Inc. D/B/A Perkins&Will**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement with P+W Nevada, Inc. D/B/A Perkins&Will for Architectural Services; 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: 3000999901 Funded Pgm/Grant: N/A
Description: Architectural services for UMC's envisioned Children's Units Renovation Project
Bid/RFP/CBE: NRS 332.115(1)(b) (professional services)
Term: The earlier of: (i) the date of completion of all work related to the Project, or (ii) the date that is two (2) years immediately following the Effective Date
Amount: Not-to-Exceed $421,575.
Out Clause: 15 days' without cause

BACKGROUND:

This request is to enter into the Agreement for Architectural Services (Regarding Children's Units) (the "Agreement") with P+W Nevada, Inc. D/B/A Perkins&Will ("Perkins&Will").

Perkins & Will will provide comprehensive architectural and design services to support the cosmetic renovation and spatial programming of the hospital's children's units. The firm's scope of work is structured across four sequential phases, starting with an initial concept visioning phase to establish the aesthetic and therapeutic direction through workshops and site assessments. Following stakeholder alignment, Perkins & Will will develop detailed schematic designs and scaled architectural drawings, coordinate structural, mechanical, electrical, and plumbing (MEP) requirements, and finalize all necessary construction documentation and material specifications required for permitting and public bidding. Throughout the physical renovation, the firm will oversee construction administration, manage contractor submittals, conduct final quality walkthroughs, and coordinate project closeout.

The project, as envisioned, aims to elevate the healing environment and improve the patient experience across multiple clinical touchpoints within the pediatric units. The physical scope explicitly encompasses the

Cleared for Agenda
November 12, 2026

Agenda Item #
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cosmetic modernization of the second-floor inpatient areas, the third-floor emergency department/sedation area, and the ground-floor intake area. By combining specialized pediatric finishes, optimized lighting fixtures, and integrated equipment layouts, the final design will deliver a modernized, cohesive, and regulatory-compliant space tailored specifically to the therapeutic and functional needs of pediatric patients and clinical staff.

Perkins&Will is a Nevada-registered entity and currently holds a Clark County Business License.

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

UMC's Experience Department as well as the Executive Office have reviewed and recommend approval of the Agreement. The Agreement has been approved as to form by UMC's Office of General Counsel.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR ARCHITECTURAL SERVICES (REGARDING CHILDREN'S UNITS)

P+W NEVADA, INC.
NAME OF FIRM
Ashley Dias Health Practice Leader, Principal
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
410 North Michigan Avenue, Suite 1600, Chicago, IL 60611
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(972) 742-7036
(AREA CODE) AND TELEPHONE NUMBER
ashley.dias@perkinswill.com
E-MAIL ADDRESS

AGREEMENT FOR ARCHITECTURAL
SERVICES (REGARDING CHILDREN'S UNITS)

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and P+W NEVADA, INC. (hereinafter referred to as "COMPANY"), for architectural services (regarding children's units) (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed **$421,575** as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from Effective Date through the earlier of: (i) the date of completion of all work related to HOSPITAL's PROJECT (including, but not limited to, closeout), or (ii) the date that is two (2) years immediately following the Effective Date ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of **$421,575**. 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 forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. .
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
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 written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally

qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.

D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies upon COMPANY request. COMPANY may be required to (i) register through HOSITAL'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 further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. 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. COMPANY shall perform its services consistently with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. COMPANY shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. COMPANY makes no further representation or warranty or guarantee as to its services, or those of its consultants.

H. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:

    4. 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.
    5. 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.

I. 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.

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. The COMPANY shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the COMPANY be responsible for the Contractor's failure to perform the Project in accordance with the requirements of the Contract Documents. COMPANY shall be responsible for the COMPANY's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Project

L. COMPANY uses building information modeling software ("BIM") as its primary production tool for internal design, coordination, and documentation. COMPANY's Basic Services do not include any intended use of the BIM for the HOSPITAL or other parties to this Project which may include, but is not limited to, quantity takeoffs, cost estimation, construction sequencing or phasing, clash detection, shop drawings, site safety, operations and maintenance, building automation systems, existing conditions modeling, digital fabrication, prefabrication, as-constructed record modeling, or asset management. The formatting of the BIM will follow the Architect's normal business practices unless explicitly called out in this Agreement or its exhibits. The deliverable of electronic documents to the HOSPITAL shall be in PDF form unless requested in BIM. If so requested, the BIM shall be provided in the native file format of the software the COMPANY uses to produce the COMPANY's Instruments of Service.

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 or his/her designee. HOSPITAL's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY. COMPANY shall be entitled to rely on the accuracy and completeness of services and information furnished by HOSPITAL and the HOSPITAL's consultants. The COMPANY shall provide prompt written notice to the HOSPITAL if the COMPANY becomes aware of any error, omission or inconsistency in such services or information.

SECTION VIII: TIME SCHEDULE

A. Timely performance is an essential term of this Agreement.

B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

Neither Party shall be liable or responsible for any act of God, nature or man or other act, circumstance, event, impediment or occurrence beyond the control of such Party (each a "Force Majeure"). Upon prompt notice to the other Party, the Party affected by any Force Majeure will be excused from performance hereunder, and will not be in breach of or default under this Agreement for any delay or failure in its performance, to the extent and for so long as its performance hereunder is prevented or restricted by a Force Majeure, and the other Party will likewise be excused from performance of its obligations hereunder relating to such delayed or failed performance to the same extent and for the same duration. However, no Force Majeure will be cause for or excuse any delay in performing non-affected obligations (including payment in accordance with this Agreement for other services performed).SECTION IX: TERMINATION

A. Termination for Cause

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

a. not less than ten (10) calendar days written notice of intent to terminate; and
b. an opportunity for consultation with the terminating party prior to termination.

B. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

C. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination, but:
   i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
   ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that is has done so.
c. If, after termination for failure of COMPANY to fulfill contractual obligations, it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
e. 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.
f. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of

COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: P+W NEVADA, INC.
410 North Michigan Avenue, Suite 1600
Chicago, IL 60611

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

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

F. Complete Agreement

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

the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

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

H. Counterparts

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

I. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as “employees”) has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY’s receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General’s exclusion list (OIG website), the General Services Administration’s Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control’s (OFAC’s) blocked list shall constitute “exclusion” for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC’s blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term “Federal Health Care Program” means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children’s health insurance program, or any similar program.

L. Governing Law / Venue

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

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

   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.

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

COMPANY does hereby agree to indemnify and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, , including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing HOSPITAL's preferred form, which, if applicable, is available upon request.

V. Survival of Terms.

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

W. 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 C** of this Agreement.

X. 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.

Y. Waiver of Consequential Damages

COMPANY and HOSPITAL mutually waive consequential damages, including but not limited to damages for loss of profits, damages due to errors in any BIM information, loss of revenues, loss of business and of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement, except: (i) as may arise from a party's gross negligence, willful misconduct, fraud or violation of applicable law or regulation; (ii) obligations pursuant to Section XII(O) (Indemnity). Any reasonable costs and expenses incurred by Hospital to mitigate or lessen any damages or harm caused by any failure of the Services to comply with any warranties referenced in this Agreement or reasonable industry standards, shall be considered direct damages. To the fullest extent permitted by law, the total liability in the aggregate, of COMPANY and COMPANY's officers, directors, employees, agents, and independent professional associates, and any of them, to HOSPITAL, and any one claiming by, through, or under HOSPITAL, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COMPANY's the services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of COMPANY or COMPANY's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by COMPANY or the amount of damages, losses, expenses, claims, or injuries paid or reimbursed by COMPANY's insurance required to be carried under this Agreement, whichever is greater.

Z. Nothing in this Agreement shall create or be construed as creating any right or benefit to or for any third-party not expressly identified herein, nor shall anything in this Agreement create nor be construed as creating any obligation, duty, or responsibility from COMPANY to or for any third-party not expressly identified herein.

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date set forth below.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:



_____ 10-23-2026

Ashley Dias DATE
Health Practice Leader, Principal

EXHIBIT A
SCOPE OF WORK

This Exhibit A ("Scope of Work") is attached to and forms a part of the Agreement between COMPANY (also referred to as the "Architect") and HOSPITAL (also referred to as the "Client") for professional architectural services regarding the remodel of children's units (the "PROJECT").

1. PROJECT OVERVIEW

The PROJECT consists of providing comprehensive architectural and design services to remodel the specified children's units within the HOSPITAL's designated property. The services are divided into an initial Phase 1 (Concept Visioning) and subsequent Phases to be activated upon the HOSPITAL's written approval. COMPANY guarantees the successful completion of the entirety of this Scope of Work and shall continue working on the PROJECT until it is fully completed, including final closeout, regardless of the time required.

2. PHASES OF WORK AND DETAILED SCOPE

PHASE 1: CONCEPT VISIONING

- Duration Estimate: Eight (8) weeks.
- Core Objective: Establish the overarching aesthetic, functional, and therapeutic design direction for the children's units.
- Scope of Services:
    - Conduct visioning sessions and workshops with HOSPITAL stakeholders and clinical staff.
    - Perform initial site assessments and spatial programming for the children's units.
    - Develop preliminary conceptual mood boards, material palettes, and spatial layouts.
    - Deliver a final preferred conceptual direction report for HOSPITAL approval.

PHASE 2: SCHEMATIC DESIGN / DESIGN DEVELOPMENT (SD/DD)

- Duration Estimate: Twelve (12) weeks.
- Core Objective: Translate the approved concept into scaled, detailed architectural drawings.
- Scope of Services:
    - Refine the approved conceptual direction into precise schematic floor plans and interior elevations.
    - Coordinate structural, mechanical, electrical, and plumbing (MEP) requirements specific to healthcare and pediatric regulations.
    - Select specialized pediatric finishes, lighting fixtures, and integrated clinical equipment layouts.
    - Prepare design development documents for HOSPITAL review and sign-off.
    - Provide a comprehensive PROJECT cost estimate.
    - Procure, coordinate, and provide additional information reasonably required for PROJECT completion, including but not limited to: a fire protection report, an asbestos report, and a medical physicist's report.

PHASE 3: CONSTRUCTION DOCUMENTS (CD)

- Duration Estimate: Eight (8) weeks.
- Core Objective: Deliver comprehensive drawings and specifications required for permitting and construction bidding.
- Scope of Services:
    - Generate fully detailed architectural construction drawings (demolition plans, partition plans, finish schedules, and details).
    - Compile formal written specifications detailing material standards and installation quality.
    - Coordinate and finalize all engineering consultant drawings (MEP, structural).
    - Assist HOSPITAL in submitting packages to local building authorities for necessary permits.
    - Create a detailed, standalone Scope of Work package suitable for public release to prospective general contractors interested in bidding on the construction of the PROJECT.

PHASE 4: CONSTRUCTION ADMINISTRATION (CA)

- Duration: Active throughout the physical construction period and through final contract closeout

(billed monthly up to the maximum structural cap outlined in Section 3).

- Core Objective: Observe construction progress to ensure adherence to the approved design documents.
- Scope of Services:
    - Attend regular on-site construction progress meetings and conduct site observations.
    - Review and process contractor submittals, shop drawings, and product samples.
    - Respond to contractor Requests for Information (RFIs) and issue clarifying sketches.
    - Conduct a final walkthrough to generate a punch list prior to HOSPITAL occupancy.
    - Manage and execute all final PROJECT closeout procedures, ensuring final delivery of as-built drawings and operations manuals.

3. QUALITY STANDARDS

- COMPANY's work, deliverables, and performance under this Agreement must be reasonably acceptable in the context of prevailing professional architecture and healthcare design industry standards.

4. COMPENSATIONS AND FEE STRUCTURE

The COMPENSATION for services rendered by COMPANY under this Agreement shall be structured as follows:

Project Phase	Duration	Professional Fee Type	Fee Amount	Reimbursable Expenses (RE)	Total Phase Cap
Phase 1: Concept Visioning	8 Weeks (estimate)	Fixed Fee	$75,000	5% Not-to-Exceed ($3,750.00)	$78,750.00
Phase 2: Schematic / Design Dev.	12 Weeks (estimate)	Fixed Fee	$138,500.00	5% Not-to-Exceed ($6,925.00)	$145,425.00
Phase 3: Construction Documents	8 Weeks (estimate)	Fixed Fee	$112,000.00	5% Not-to-Exceed ($5,600.00)	$117,600.00
Phase 4: Construction Admin.	Ongoing	Monthly Fee	$9,500.00 / month	5% Not-to-Exceed (Per Month)	$9,975.00 / mo.*
All Phases Total	Complete	Not-to-Exceed	-	-	$421,575.00

* Note on Phase 4 Cap:

COMPANY acknowledges that the total maximum compensation for all professional fees and reimbursable expenses combined under this Agreement shall be an absolute Not-to-Exceed (NTE) amount of $421,575.00 Should COMPANY's fees exceed this budgeted amount, the Parties agree to execute an amendment to this Agreement. If COMPANY'S Phase 4: Construction Contract Administration services are extended due to causes, delays, actions or events beyond its control, such that the budget sent forth above is insufficient to compensate COMPANY for its continued services, COMPANY shall be entitled after ninety (90) days without payment to suspend its services until an amendment providing additional compensation for COMPANY'S extended services is executed.

5. REIMBURSABLE EXPENSES (RE)

- Reimbursable Expenses include project-related travel, printing, renderings, and postage.

- All RE will be billed at actual cost.
- RE for any phase shall not exceed 5% of that specific phase's professional fee without prior written authorization from HOSPITAL.
- All travel-related reimbursable expenses are strictly subject to, and must comply with, the provisions of the HOSPITAL's corporate Travel Policy. Any expenses violating this policy will be rejected.

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EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and additional insured and waiver of subrogation endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and additional insured and waiver of subrogation endorsements shall be signed by an authorized representative of 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 via the NAIC number.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation/Employer's Liability and Professional Liability. COMPANY's commercial general liability and automobile liability 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 mail of any cancellations, or nonrenewal, except ten (10) calendar days advance written notice for cancellation due to non-payment of premium. 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. .

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages, $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided on a Commercial General Liability insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per accident for bodily injury and property damage to include, but not be limited to, coverage against insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 per claim and 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 through annually renewing policies. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, or suspend or terminate the Agreement,.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems reasonably necessary.

M.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. COMPANY's name, complete address, phone and fax numbers.

3. Insurance Company's NAIC number

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Per Claim ($1,000,000)

   (R) Aggregate ($1,000,000)

8. Description: **ARCHITECTURAL SERVICES (REGARDING CHILDREN'S UNITS)** (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 Broker Signature

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) COMPANY shall provide evidence of all such coverages upon request; (2) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (3) 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 (4) 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT NAME:

PHONE (A/C No. Ext): BROKER'S PHONE NUMBER

FAX (A/C No.) BROKER'S FAX NUMBER

E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

2. //TYPE//'S NAME
ADDRESS
PHONE & FAX NUMBERS

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
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X 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	$(I)	2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X					WC STATU-TORY LIMITS 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 I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ARCHITECTURAL SERVICES (REGARDING CHILDREN'S UNITS)

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.

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.
ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: **ARCHITECTURAL SERVICES (REGARDING CHILDREN'S UNITS)**

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

s

(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
TRAVEL POLICY

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Perkins&Will, Inc	
(Include d.b.a., if applicable)	Perkins&Will	
Street Address:	1001 McKinney	**Website:** www.perkinswill.com
City, State and Zip Code:	Houston, Texas 77002	**POC Name:** Ashley Dias **Email:** ashley.dias@perkinswill.com
Telephone No:	1 (713) 366-4000	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**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)
Thomas Reisenbichler	Architect	100%

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

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

   ☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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

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

Signature	Print Name
	Ashley Dias
Title	Date
Principal	09-01-2026

REVISED 7/25/2014

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:	**Fourth Amendment to Agreement for Landscaping Services with Brightview Landscape Services**	**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 Fourth Amendment to the Agreement for Landscaping Services with Brightview Landscape Services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000846000
Funded Pgm/Grant: N/A
Description: Landscaping Services
Bid/RFP/CBE: NRS 450.530 (GPO-HPG)
Term: June 1, 2026 to May 31, 2027
Amount: Estimated usage is $637,139.64/year, New NTE $3,628,906.36
Out Clause: Thirty (30)-day written notice without cause

BACKGROUND:

This request is for the approval of this Fourth Amendment to the Agreement for Landscape Services on UMC's main campus and all satellite locations with Brightview Landscape Services. This Amendment will increase the not-to-exceed amount to pay the annual cost for extending these landscaping services. The new annual cost will be $637,139.64, for a total cost of $3,628,906.36.

This Fourth Amendment extends the services for a term of one year and may be terminated at anytime with 30 days' prior notice. Staff also requests authorization for UMC's CEO to execute future amendments and extensions if deemed beneficial to UMC.

This Fourth Amendment is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a group purchasing organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is a statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda
November 12, 2026

Agenda Item #
9

Brightview holds a valid Clark County business license.

FOURTH AMENDMENT TO THE AGREEMENT FOR LANDSCAPING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Landscaping Services is effective as of June 1, 2026 ("Effective Date"), and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("HOSPITAL"), and **Brightview Landscape Services, Inc.,** having its principal place of business at 4021 W. Carey Ave, North Las Vegas, NV 89032 ("COMPANY").

WHEREAS, HOSPITAL and COMPANY have agreed to that certain Agreement for Landscaping Services, dated June 1, 2019, as amended on September 1, 2021 via Amendment #1, amended on June 1, 2024 via the Second Amendment, and amended on June 1, 2025 via the Third Amendment (collectively, the "Agreement"); and

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this Fourth Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HOSPITAL and COMPANY agree as follows:

1. **SECTION I: TERM OF AGREEMENT.** HOSPITAL and COMPANY hereby mutually agree to extend the term of the Agreement for an additional period of one (1) year from the Effective Date. Accordingly, the new expiration date of the Agreement shall be May 31, 2027, unless sooner terminated in accordance with the provisions of the Agreement. All references to "Term" in the Agreement shall mean and be defined as June 1, 2019, to May 31, 2027.

2. **SECTION II: COMPENSATION AND TERMS OF PAYMENT.**

A. Compensation. Section A of the Agreement is hereby amended to include the following:

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) and a Landscaping Master Plan for this extension year in an amount of $637,139.64, for a new not-to-exceed amount of $3,628,906.36. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount for the extension year. It is expressly understood that the entire 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 services are completed for the said fee.

3. **No Other Modifications; Ratification.** This Fourth Amendment does not and shall not be construed to modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect.

B. **Conflict.** In the event of any inconsistency or discrepancy between the Agreement and this Fourth Amendment, the terms and conditions set forth in this Fourth Amendment shall control. This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same document.

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

Brightview Landscape Services, Inc.	**University Medical Center of Southern Nevada**
Signature: _____	Signature: _____
Printed Name: Anthony Messina	Printed Name: Mason Van Houweling
Title: Regional Vice President	Title: Chief Executive Officer
Date: November 6, 2026	Date: _____

November 6th, 2026

Melannie Hines
Contracts Specialist – Legal Department
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Grounds Management.

Dear Ms. Hines:

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

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

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

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

The above-described process was followed with respect to the Grounds Management category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Grounds Management were BrightView Landscapes LLC. Contracts were executed in September 2024 with BrightView Landscapes LLC.

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

Sincerely,

Michelle Sanchez

Account Director, Member Services

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 350

Corporate/Business Entity Name:	BrightView Landscapes		
(Include d.b.a., if applicable)			
Street Address:	980 Jolly Road, Suite 300	**Website:**	www.brightview.com
City, State and Zip Code:	Blue Bell, PA 19422	**POC Name:**	
		Email:	N/A → US local contact
Telephone No:	484-567-7204	**Fax No:**	
Nevada Local Street Address: (If different from above)	4021 West Carey Avenue	**Website:**	www.brightview.com
City, State and Zip Code:	N. Las Vegas, NV 89032	**Local Fax No:**	702-736-8043
Local Telephone No:	702-736-3551	**Local POC Name:**	Gaston Nesci
		Email:	Gaston.Nesci@Brightview.com

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)
Dale Asplund	Chief Executive Officer	Publicly traded
Michael Dozier	President	
Robert Tyler	Treasurer	

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 — Brock Kranenbuhl (Print Name)

VP GM (Title) — 2/24/25 (Date)

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments

_____
Signature

_____
Print Name
Authorized Department Representative

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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Detailed Instructions

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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.

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

Issue:	**Equipment Schedule No. 020 to Master Agreement 21237667 (Equipment Lease Schedule) with Flex Financial, a division of Stryker Sales, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Equipment Schedule No. 020 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: AIM 4K Video Platform Equipment
Bid/RFP/CBE: NRS 450.525 - GPO
Term: 36 Months; Effective December 13, 2026
Amount: $3,297,468.00
Out Clause: Budget Act and Fiscal Fund Out; 60-day w/o cause

BACKGROUND:

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

This request is to approve the Equipment Schedule No. 020 to the Master Agreement 21237667 ("Agreement") with Stryker for the lease of the AIM 4K Video Platform. This platform enhances patient outcomes by providing premium optics and cross-specialty functionality, along with advanced imaging capabilities that support tissue perfusion assessment and the identification of critical anatomy. These advanced imaging modalities will improve efficiency and workflow in the operating room, reduce surgical complications, and ensure optimal patient care. The total cost for UMC will be $3,297,468.00, which includes maintenance and support services for a period of thirty-six (36) months.

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

Cleared for Agenda
November 12, 2026

Agenda Item #
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verifying that the pricing was obtained through a competitive bid process.

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

Stryker currently holds a Clark County business license.

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002
t: 1-888-308-3146

Date: October 13, 2026

RE: Reference no:21237667

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

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

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

Lease Schedule to Master Agreement

Exhibit A - Detail of Equipment

State and Local Government Rider

Opinion of Counsel

Addendum

****Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider, Opinion of Counsel, Federal ID, Tax Exempt Certificate if applicable**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	_____	**Accounts Payable contact:**	_____
Purchase order number:	_____	**Accounts Payable Email:**	_____
Are you tax exempt?	**Yes [ ] No [ ]**	**Accounts Payable Phone:**	_____
If YES, please provide valid proof of exemption status.		**Accounts Payable Address:**	_____
Do you have a sales tax direct pay permit?	**Yes [ ] No [ ]**		
If YES, please provide valid authorization letter or certificate.			

Administrative Contact(s):

Administrative contact name:	_____	**Administrative contact name:**	_____
Email address:	_____	**Email address:**	_____
Phone number:	_____	**Phone number:**	_____

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

All electronic chattel paper associated with the enclosed agreement is created, maintained, and controlled exclusively through Stryker's DocuSign process, which is designed to comply with the requirements of Section 9-105 of the Uniform Commercial Code regarding the establishment and maintenance of a single authoritative copy. Customer e-signature platforms are not permitted; only Stryker's DocuSign process is authorized for execution of these documents.

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

The proposal evidenced by these documents is valid through the last business day of October 2026

Sincerely,
F**lex Financial, a division of Stryker Sales, LLC**

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

EQUIPMENT SCHEDULE NO. 020 TO MASTER AGREEMENT NO.21237667 (Equipment Lease Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1941 Stryker Way Portage, MI 49002	Customer: **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** **1800 W CHARLESTON BLVD** **LAS VEGAS, Nevada 89102-2329**

Supplier: Stryker Sales, LLC, 5900 Optical Court, San Jose, CA 95138

Equipment description: see part I on attached Exhibit A
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

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

Schedule of periodic rent payments:

36 Monthly payments of $91,513.00 (Plus Applicable Sales/Use Tax)

Term in months: 36	Minimum monthly uses: **n/a**	Fee per use: **n/a**

Purchase term (If blank, the Fair Market Value Option will be deemed chosen):Fair Market Value Option

TERMS AND CONDITIONS

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

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

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

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

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

Exhibit A to Lease Schedule020 to Master Agreement No.21237667

Description of equipment

Customer name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
SHIP TO:	**UNIV MED CTR, 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada, 89102-2329, United States**	
0240-200-200	PKG CONNECTED OR HUB BASE SYSTEM	7
0620050002	PNEUMOCLEAR CO2 CONDITIONING INSUFFLATOR KIT HOUSE GAS	9
1788610122	PKG 1788 4K CAMERA HEAD WITH INTEGRATED COUPLER	35
0240031065	Pkg SYNK 4K Wireless Transmitter	8
0240031075	Pkg SYNK 4K Wireless Receiver	7
0240031300	Pkg 32IN 4K OLED Surgical Display	15
1788011002P	1788 4K KIT	12
0502-538-010	SPY LAPAROSCOPE AUTOCLAVABLE DIA 5.4mm 0 DEG 30cm	25
0502-538-030	SPY LAPAROSCOPE AUTOCLAVABLE DIA 5.4mm 30 DEG 30cm	25
0502-938-010	SPY LAPAROSCOPE AUTOCLAVABLE DIA 10mm 0 DEG 33cm	4
0502-938-030	SPY LAPAROSCOPE AUTOCLAVABLE DIA 10mm 30 DEG 33cm	4
0233-050-100	PKG. SAFELIGHT FIBER OPTIC CABLE CLEAR 5MM X 10FT 3.05M	25
0233050087	PKG SAFELIGHT HENKE DYONICS STORZ SCOPE ADAPTER	25
0233032108	PKG LAPAROSCOPE STERILIZATION TRAY	29

Total equipment: $2,299,061.59

Service coverage:

Model number	Service coverage description	Quantity	Years
1788610122	PKG 1788 4K CAMERA HEAD WITH INTEGRATED COUPLER	35	3.00
0240200200	PKG CONNECTED OR HUB BASE SYSTEM	12	3.00
0240031065	Pkg SYNK 4K Wireless Transmitter	8	3.00
0240031075	Pkg SYNK 4K Wireless Receiver	7	3.00
0240031300	Pkg 32IN 4K OLED Surgical Display	15	3.00
1788010000	PKG 1788 Camera Control Unit CCU	12	3.00
0220240300	PKG L12 LED LIGHT SOURCE WITH AIM	12	3.00
0620050000	PNEUMOCLEAR + CO2 CONDG' INSUFFLATOR AM	12	3.00
0502538010	SPY LAPAROSCOPE AUTOCLAVABLE DIA 5.4mm 0 DEG 30cm	25	3.00
0502538030	SPY LAPAROSCOPE AUTOCLAVABLE DIA 5.4mm 30 DEG 30cm	25	3.00
0502938010	SPY LAPAROSCOPE AUTOCLAVABLE DIA 10mm 0 DEG 33cm	4	3.00

0502938030	SPY LAPAROSCOPE AUTOCLAVABLE DIA 10mm 30 DEG 33cm	4	3.00
0502654070	PRECISION S 4K SINUSCOPE, ACLV,4X70°,155	2	3.00
0502654030	PRECISION S 4K SINUSCOPE, ACLV,4X30°,155	3	3.00
0502654010	PRECISION S 4K SINUSCOPE, ACLV,4X0°,155	3	3.00
0502344030	PKG, 2.3MM X 30 DEG, A/C	2	3.00
0502444030	PRECISION IE 4K EYPC ASC ATCL4X30°140SLK	10	3.00
0502444070	PRECISION IE 4K EYPC ASC ATCL4X70°140SLK	6	3.00
0240080230	SDP1000	12	3.00
0502720010	SPY Cystoscope Hysteroscope Autoclavable 4mm 0 DEG SPEEDLOCK	6	3.00
0502720012	SPY Cystoscope Hysteroscope Autoclavable 4mm 12 DEG SPEEDLOCK	6	3.00
ONSITE	ONSITE SPECIALIST	1	3.00

Total service coverage: $1,319,265.00

Total Amount: $3,618,326.59

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

stryker

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE021 TO MASTER AGREEMENT No. 21237667** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA **("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

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

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

Opinion of Counsel Letter

October 13, 2026

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

Gentlemen/Ladies:

Reference is made to SCHEDULE 020 TO MASTER AGREEMENT NO. 21237667 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

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

1. The Customer is a public body corporate and politic of the State of Nevada and is authorized by the Constitution and laws of the State of Nevada to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.

2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.

4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	**Date:**
Print Name:	
Title:	

Agreement #: 21237667

stryker

ADDENDUM TO SCHEDULE NO. 020 TO MASTER AGREEMENT NO. 21237667 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

The parties hereby agree as follows:

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

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

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

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

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

"If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is *more than 30 days* after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above."

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

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

5. A new sentence is hereby ***added*** to the end of ***Section 3*** of the Schedule to read as follows:

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

6. The Schedule is hereby amended by ***adding*** new ***Sections 4, 5, and 6*** thereto, to read as follows:

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

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

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

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

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

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	**Date:**
Print name:	
Title:	

SERVICES AGREEMENT

This Services Agreement, consisting of this cover page, and any attached and referenced exhibits and schedules (collectively, this **"Agreement**"), is entered into by and between Stryker Sales, LLC, acting through its Endoscopy division ("**Stryker**") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**Institution**") and, if applicable, its owned and operated acute health care facilities as listed in Schedule A (each individually referred to as a "**Participant**," and collectively with Institution, as the "**Customer**"). Stryker and Customer are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

Overview and Background:	This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth on a particular Service Plan ("**Services**"). "**Service Plan**" means a separately executed document (substantially in the form attached hereto as Schedule C) between Participant and Stryker setting forth any Services to be provided by Stryker, including applicable pricing and any additional terms and conditions. If applicable a particular Service Plan shall also indicate the capital equipment (the "**Equipment**") being covered by such Services.
Effective Date and Term:	The term of this Agreement shall commence on [insert Month, Day, Year] (the "**Effective Date**") and shall continue three (3) months following expiration of the Service Plans ("**Term**").

Signatures: By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		**STRYKER SALES, LLC**	
Signature:		**Signature:**	
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	
Address:		**Address:**	5900 Optical Drive San Jose, CA 95138

Notices will be sent to the Parties at the addresses listed herein.

STANDARD TERMS AND CONDITIONS

1. **Services**. Stryker shall provide to Participant the Services indicated in one or more Service Plans. The Service Plan is ancillary to and not a complete substitute for the requirements of Participant to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Participant covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement. Stryker may elect to use new or used parts related to the Services in its sole discretion.

2. **Service Plan Coverage**. Except as otherwise provided in a Service Plan,
   a. Stryker shall perform the Services more particularly described in the applicable Service Plan. The Services will cover the Equipment identified in Exhibit 1 of the Service Plan. At any time during the term of a Service Plan, a Participant may request to have additional Stryker equipment covered under the Service Plan. Any such change will be set forth in a writing between Stryker and Participant and may be subject to additional charges.
   b. Service Plans are applicable only to Equipment which has been determined by Stryker to be in good operating condition. If, upon inspection, initial repairs are required to put any Equipment back into good operating condition, the cost of such initial repairs will not be covered under this Agreement or any Service Plan and will be separately invoiced at Stryker's then-current list price.
   c. If ProCare Prevent service is purchased, then on each scheduled service call, Stryker will inspect and adjust each available item of Equipment as required in accordance with Stryker's then-current maintenance procedures for the Equipment (the **"Preventative Maintenance"**). Preventative Maintenance inspections will be scheduled by Participant or Stryker at a mutually agreed upon time. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any maintenance service call scheduled outside of Stryker's normal working hours (Monday through Friday, 7:00 AM to 5:00 PM local time, excluding federal holidays) may carry an additional charge.

3. **Term and Termination of Service Plans**. Except as otherwise provided in a Service Plan,
   a. The term of each Service Plan shall be as stated therein ("**Service Plan Term**"). Either Party may terminate this Agreement in whole or in part at any time, without cause, by giving sixty (60) days advance written notice to the other Party. Stryker or Customer may terminate (i) its participation in this Agreement or (ii) except as otherwise set forth in the applicable Service Plan, by giving not less than sixty (60) days

written notice to the other Party, as applicable, and any such termination shall not affect any remaining Service Plans. Stryker shall promptly refund any unused prepaid Service fees upon any such termination. To the extent there are outstanding charges, Institution or Participant shall be responsible for all costs incurred by Stryker through the effective date of termination.

b. Termination or expiration of the Agreement shall not affect the term of a Service Plan and the terms and conditions of the Agreement shall survive during the pendency of any Service Plan Term.

c. During the Service Plan Term, Institution and/or Participant represents and warrants Equipment will not be serviced by parties other than Stryker or its authorized agents ("**Unauthorized Agents**"). In the event Equipment is serviced by Unauthorized Agents during the Service Plan Term, Stryker shall have the right to void all warranties and indemnity obligations (as stated herein) for the Equipment that has been serviced by Unauthorized Agents.

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

4. **Customer Obligations**. Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

5. **Invoices/Payments**. Except as otherwise provided in a Service Plan, Stryker will submit to Customer an invoice for Services, and Customer shall pay the invoice in full within thirty (30) days from the date of invoice. Institution will cause each Participant to meet this obligation. In the event Customer wishes to dispute an invoice or portion thereof, Customer must notify Stryker in writing within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt of same, the invoice will be deemed to have been accepted by Customer. If payment is overdue, Stryker reserves the right to: (a) suspend any or all Participant's Service until full payment is made; and/or terminate any Service Plan upon written notice to the Participant or Institution, as appropriate. Notwithstanding the foregoing, pursuant to NRS 244.250, Customer shall not provide payment on any invoice Stryker submits after six (6) months from the date Stryker performs the Services, provided that Customer provides a written notice of the delay to Stryker and Stryker fails to submit the said invoice within forty-five (45) days following receipt of such notice..

6. **Non-Solicitation**. Except as otherwise provided in a Service Plan, Customer agrees that, while a Service Plan is in effect hereunder, and for a period of one (1) year following the termination or expiration of the last Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

7. **Insurance**. Stryker shall maintain the following insurance coverage during the applicable Service Plan Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of $1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of $1,000,000.00 each accident and/or $1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Agreement to the contrary, to the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

8. **Discount Disclosure and Reporting**. Stryker, as supplier, hereby informs Customer, as buyer on behalf of itself and each purchasing Participant, of each Participant's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Participant's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 C.F.R. 1001.952(c) and 42 CFR Part 1001.952(h)). Pricing under this Agreement and each Service Plan may constitute discounts on the purchase of Services or on the rental of equipment in connection with this Agreement. Institution represents that (i) it shall make on behalf of each Participant, or cause such Participant to make on its own behalf, all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made.

9. **Loaner Policy**. Except as otherwise provided in a Service Plan, during the Service Plan Term, if Stryker has a loaner program, it may provide to Participant at Stryker's sole discretion and based on availability, a complimentary item of equipment on loan ("**Loaner**") during the period in which Stryker is servicing, repairing and/or replacing Participant's Equipment ("**Loaner Period**"). The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Participant will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to return the Loaner to Stryker ("**Return Period**"). If Participant does not return the Loaner by the end of the Return Period, Participant agrees to pay the purchase price of the Loaner ("**Loaner Purchase Price**"), which shall be equal to its current fair market value (as determined by Stryker). The Loaner Purchase Price shall be invoiced against Participant's current purchase order on file. Upon payment of the Loaner

Purchase Price ("**Payment**"), title to the Loaner shall transfer to Participant. If, within a reasonable time after Payment, Participant wishes to return the Loaner to Stryker, then Stryker, in its sole discretion, may purchase the Loaner from Participant at its then-current fair market value.

10. **Advanced Exchange Program**. Except as otherwise provided in a Service Plan, during the Service Plan Term, if Stryker has an Advanced Exchange Program, it may, at Stryker's sole discretion and based on availability, swap out Participant Equipment for repair ("**Repairable Equipment**") and provide Participant with a functionally equivalent equipment (the "**Replacement Equipment**"), Stryker will either (i) replace the Equipment during an On-site Visit or (ii) ship Replacement Equipment to Participant. In such an event, unless the Equipment is subject to a Flex Financial agreement, title to the Replacement Equipment shall be transferred from Stryker to Participant and Participant shall transfer title of the Repairable Equipment to Stryker and in connection therewith. Participant represents and warrants that it has good and valid ownership and title to the Repairable Equipment prior to such transfer and that the Repairable Equipment is transferred to Stryker free and clear of all mortgages,

deeds of trust, liens, loans and encumbrances or other restrictions or limitation on their subsequent use. Repairable Equipment must be shipped by Participant to Stryker using a Stryker provided FedEx label within seven (7) days of receipt of the Replacement Equipment. (unless a date soon thereafter is mutually agreed upon) ("**Advanced Exchange Return Period**"). If Participant does not ship the Repairable Equipment by the end of the Advanced Exchange Return Period, Participant agrees to pay the purchase price of the Replacement Equipment ("**Replacement Equipment Purchase Price**"). Stryker shall ship Replacement Equipment by FedEx next day delivery when inventory supply allows. Participant shall not reuse a FedEx label; more than one item may be placed into any return shipment, but each FedEx label shall only be used the one time. Notwithstanding the foregoing, this Section 10 shall only apply to Equipment covered under ProCare Protect and ProCare Prevent with the Advanced Exchange Program.

11. **Return of Instrumentation or Equipment**. In the event instrumentation ("**Instrumentation**") or Equipment provided to Stryker contains patient information ("**PHI**"), such PHI should be removed before servicing. Moreover, PHI is not needed in order to properly repair any Instrumentation or Equipment provided by Participant. Stryker is not responsible for and may not be held liable for the integrity or security of any PHI contained on any Instrumentation or Equipment.

12. **HIPAA Compliance**. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the Parties mutually agree that Stryker becomes a business associate of Customer, the Parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached, the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

13. **Warranties**. Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services. In addition, if the Services are to be performed on Participant's premises, Stryker represents and warrants that Stryker shall comply with all applicable safety laws and Customer's then-current published safety and other applicable regulations. When Equipment or a component is replaced, the item provided in replacement will be Participant's property (if Participant owns the Equipment) and the replaced item will be Stryker's property. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Indemnity**. Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent **permitted** by law and without waiving any immunity or statutory limitation, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions

15. **Limitation of Liability**. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNITY," NEITHER PARTY'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE APPLICABLE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL EITHER PARTY BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

16. **Confidentiality**. Stryker and Customer: (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

    a. Notwithstanding any provision in this Agreement to the contrary, Stryker acknowledges that Customer 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 Customer receives a demand for the disclosure of any information related to this Agreement which Stryker has claimed to be confidential and proprietary, Customer will immediately notify Stryker of such demand and Stryker shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Customer shall reasonably cooperate with Stryker at Stryker's sole expense during the course of such injunctive relief. . Notwithstanding the foregoing, neither Party shall be required to indemnify or defend the other Party for third-party legal demand, public records requests, or disclosure disputes arising form documents held in the responding Party's custody and control.

17. **Background Check**. Stryker warrants that all of its employees who will be at Participant's facility to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check will consist of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Employment history verification;
- SSN trace, including address history verification;
- OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and

- Motor vehicle check.

During a Service Plan Term, a Participant may request a meeting with Stryker to review the performance, behavior or expectations of Stryker Service personnel assigned to provide service at Participant's facility. Any Stryker Service personnel who willingly and knowingly violate Customer's rules, procedures, or polices may be removed immediately at Participant's option and will be replaced by Stryker promptly

18. **Independent Contractor**. The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

19. **Purchase Through ProCare**. During the Service Plan Term, if Stryker has a Purchase Through ProCare Program ("**PTP**"),
    a. Stryker shall provide Participant with access to and use of the Equipment identified in Exhibit 1 of the Service Plan (collectively, the "**PTP Equipment**") and Participant shall make the monthly PTP payment ("**Monthly PTP Payment**") set forth on Exhibit 1 of the Service Plan during each month of the Service Plan Term. Provided that Participant has made all required Monthly PTP Payments during the Service Plan Term, ownership of the Equipment shall automatically transfer from Stryker to Participant upon payment of all outstanding Monthly PTP Payments owed to Stryker.
    b. Participant may cancel a Service Plan with respect to PTP Equipment by providing Stryker with sixty (60) days prior written notice. For the avoidance of doubt, Participant may not cancel only the ProCare Protect Coverage (defined below) for such PTP Equipment.
    c. In the event the Service Plan is terminated prior to the second (2nd) anniversary of Service Plan Effective Date, Participant further agrees to return the PTP Equipment to Stryker within ten (10) days of the termination effective date.
    d. In the event the Service Plan is terminated after the second (2nd) anniversary of Service Plan Effective Date and prior to the expiration of the Service Plan Term, Participant agrees to return the PTP Equipment to Stryker within ten (10) days of the termination effective date unless Participant pays all outstanding Monthly PTP payments owed to Stryker as stated above.
    e. In the event that serviceable PTP Equipment provided under the Service Plan becomes damaged due to the actions of the Participant, such PTP Equipment may not be returned; however, Participant shall be responsible for the remainder of the Monthly PTP Payments related to such PTP Equipment.
    f. In the event that PTP Equipment which is not meant to be serviced (e.g., carts) becomes damaged and no longer usable, Participant shall be responsible for the remainder of the Monthly PTP Payments related to such equipment.

    During the Service Plan Term, Participant shall (i) not move or transfer the PTP Equipment from the address above without Stryker's prior written consent, (ii) not make any alterations, additions or improvements to the PTP Equipment not approved or recommended by Stryker in writing, (iii) not sell, transfer, pledge, allow any lien or encumbrance upon, sublease or assign the PTP Equipment, and (iv) follow all PTP Equipment instructions outlined in the labelling, manual and/or instructions and otherwise use Stryker issued consumable imaging agents and kits for use with SPY fluorescence products (if applicable). Participant shall have possession of the PTP Equipment only and title to such PTP Equipment shall be and remain vested with Stryker until ownership is transferred to Participant under the terms of this Service Plan.

20. **Limitations and Exclusions from Service Plan**. Except as otherwise provided in a Service Plan, notwithstanding any other provision of this Agreement or the Service descriptions as defined in Schedule B, the Service Plan(s) do not cover the following, as determined by Stryker in its sole discretion: (1) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and / or biohazardous substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (9) any Services provided by Stryker Endoscopy do not include replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts. Participant agrees to provide personal protective equipment ("**PPE**") to OnSite/Clinical Specialists. Notwithstanding anything else in this Agreement, in the event Participant fails to provide appropriate, industry-standard PPE to all OnSite/Clinical Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite/Clinical Specialist Coverage until Participant provides such PPE; or (ii) terminate the applicable Service Plan.

    In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to refuse service to Equipment, amend a Service Plan to remove such Equipment, terminate a Service Plan, and recall any Loaner if the Equipment is used with accessories or consumables not manufactured by Stryker. If, at any time, upon inspection of the Equipment, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to Customer.

21. **Miscellaneous**. No Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Michigan. This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the

preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Discount Disclosure and Reporting, Warranties, Indemnity, Limitation of Liability, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.**Customer's On-Site Policy:** If Stryker comes on site to Customer's facilities, Stryker shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Stryker upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. The Stryker's employees, agents subcontracts and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises and such breach shall be considered a material breach of this Agreement.

SCHEDULE A to Services Agreement
PARTICIPANTS

Participant Name	Address	Telephone and Name of Contact(s) including Accounts Payable Contact	ID #
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2329		

Schedule B to Services Agreement
SERVICE DESCRIPTIONS

1. **ProCare Protect Coverage**. Stryker shall provide the Services for Equipment set forth in the applicable Service Plan subject to the limitations and exclusions contained herein ("**ProCare Protect Coverage**"):
   a. An unlimited number of repairs or replacements of the Equipment, due to damage associated with normal use, and wear, including all parts and labor associated with mail-in services;
   b. Repair or replacement of the Equipment at Stryker's sole discretion;
   c. If applicable, Loaner Equipment during the period that Equipment is in Stryker's possession for repair, except that all such Loaner Equipment is subject to availability and Stryker's Loaner Policy (set forth in the Agreement);
   d. All freight costs associated with shipments of repairs and Loaner Equipment to Participant's facility;
   e. Training to Participant personnel and surgeons in the safe and effective use of the Equipment;
   f. Other assistance reasonably requested by Participant in connection with the Equipment; and
   g. Guardian replacement assemblies may require installation by Participant.

2. **ProCare Prevent Coverage**. Stryker shall provide the ProCare Protect Coverage for the Equipment set forth in the applicable Service Plan, in addition to the Services below, subject to the limitations and exclusions contained herein:
   a. On-site Preventative Maintenance inspections (as set forth in Section 2 of the Agreement) and associated documentation (i.e CMS or DNV equipment checklists), for applicable Equipment;
   b. Stryker may perform preventative maintenance and repairs in Participant's facility or at the applicable Stryker repair facility in Stryker's sole discretion;
   c. All travel expenses associated with scheduled preventative maintenance inspections; and
   d. Endoscopy products are not eligible for ProCare Prevent unless otherwise specified herein.
   e. Endoscopy digital capture device products are eligible for Smart Equipment Management and Service via remote access only.

3. **OnSite/Clinical Specialist(s) Coverage**.
   a. OnSite/Clinical Specialist. Except as otherwise noted in the applicable Service Plan, Stryker shall provide the Services for the Equipment set forth in this Service Plan, subject to the limitations and exclusions contained herein ("**Onsite/Clinical Specialist Coverage")**. Stryker will provide an appropriate number of OnSite/Clinical Specialists ("**OnSite/Clinical Specialists**") set forth in the applicable Service Plan to provide:
      i. Instruction and assistance to Participant's staff and surgeons on installation, setup, safe and effective use, proper care and handling of the Equipment; and
      ii. For the avoidance of doubt, the OnSite/Clinical Specialist(s) have been trained on servicing Stryker Endoscopy Equipment. However, such Specialists have not been trained by the manufacturer on servicing other Stryker equipment or equipment of third parties.
      iii. Endoscopy digital capture device products are eligible for Smart Equipment Management and Service via remote access only.

   b. Customer Obligations. Customer agrees to provide Stryker with ample and appropriate workspace to conduct the procedure volume and type of work outlined in Exhibit 2 to Service Plan, Scope of Work (i.e., decontamination sinks, assembly desks, etc). Any space or facilities made available to Stryker in connection with the OnSite/Clinical Specialists Services shall be designated by Customer in its sole discretion. Stryker's use of such space shall be non-exclusive and subject at all times to Customer's operational needs, On Site Policy (as defined in Section 21 of the Agreement), procedures, and reasonable directions. Customer retains full control over the space and may access, use, share reassign, relocate, or modify the designated space at any time as Customer deems necessary. Nothing in this Agreement grants Stryker any leasehold, possessory, or other property interest in the space o any right to exclusive use or continued availability of any particular space.
   c. Availability of OnSite/Clinical Specialist(s). The OnSite Specialist(s) will be available to perform OnSite/Clinical Specialist Coverage at Participant's facility during normal business hours, Monday through Friday, not to exceed forty (40) hours per week, excluding nationally recognized holidays. During these times, an OnSite/Clinical Specialist will be available for surgeries, provided that Participant provides advance notice of such surgeries to the OnSite/Clinical Specialist pursuant to a notice procedure to be mutually agreed upon by the Parties.
   d. Overtime. Participant may request that the OnSite/Clinical Specialist(s) work overtime as permitted under relevant state and federal laws. Participant must provide advance written notice of such requests, including the number of Specialist(s), if applicable, and the number of hours requested, pursuant to a notice procedure to be mutually agreed upon by the Parties. Stryker reserves the right to refuse such requests, and to interpret ambiguities in Participant requests, in its sole discretion. Overtime work will be invoiced on a monthly basis at a rate set forth in the Scope of Work in Exhibit 2 of Service Plan.

4. **ProCare Select Plan Coverage.** Stryker shall provide the Services for Equipment set forth in the applicable Service Plan subject to the limitations and exclusions contained herein ("**ProCare Select Plan Coverage**"):

a. Repair Allowance. A capped number of repairs or replacements of the Equipment as designated within the applicable chosen coverage tier, due to damage associated with normal use, and wear, including all parts and labor associated with mail-in services.
   i. Customer may choose a desired coverage tier with preset annual repair or replacement allowances and such tier designation shall be noted in the applicable Service Plan.

ProCare Select Plan: EXAMPLE Coverage Matrix

	Tier 1	Tier 1B	Tier 2	Tier 2B	Tier 3	Tier 4	Tier 7
Annual Tier Allowance (per covered	2	3	4	5	6	8	10

item)
Repair allowance is calculated by fleet and is not calculated by serial number. As an example, if you have 2 scopes and sign a Tier 1 Service Plan, you will be granted an allowance of 4 repairs per year.

b. Repairs Beyond Tier Level Allowance. Repairs requested in excess of the current Tier level allowances will be billed to Participant at Stryker's then-current transactional repair list price. (i.e. Participant is allotted two repairs for a given twelve-month period but requires a third repair in that same twelve-month period. Participant will be billed for time and material). Participants may not use repair allowances scheduled for the following twelve-month period until the new twelve-month period begins.

c. Unused Repairs. Participant may not rollover or credit unused repairs from one given twelve-month period to the next twelve-month period. When a new twelve-month period begins, only repairs requested during that specific twelve-month period will be applied to the Tier level allowances.

d. ProCare Select Plan Coverage is only available for the following Equipment:
   i. F88 Flexible Ureteroscope, Standard Deflection- PN: 502388100
   ii. F88 Flexible Ureteroscope, Reverse Deflection – PN: 502388110

e. ProCare Select Plan Coverage Tier Level. Participant may amend the ProCare Select Plan Coverage Tier levels indicated above and such Service Plan amendment must be executed at least thirty (30) days prior to each anniversary of the Service Plan Effective Date with an amendment effective date no earlier than the first day of the month of the following twelve-month period.

f. Service Plan Termination. At any time, Participant may terminate the ProCare Select Plan Coverage under this Service Plan in a given twelve-month period. Upon termination, Participant shall continue to pay the monthly fee indicated above for the remaining months in the twelve-month period ("**Termination Period**") and Stryker shall continue to provide ProCare Select Plan Coverage during the Termination Period provided requests for repairs is not in excess of Participant's designated Tier. In the event Participant requests repairs beyond the designated Tier, Participant shall be billed at Stryker's then-current transactional repair list price. To the extent there are outstanding charges, Participant shall be responsible for all costs incurred by Stryker during the Termination Period.

5. **Communications ProCare PM Only Coverage**.

   a. If selected on a particular Service Plan, the Comm PM Only Coverage option for Communications would include Preventative Maintenance service, in accordance with the applicable Equipment Manual/IFU for the covered Equipment ("**Comm PM Only**"). The Comm PM Only coverage would include a scheduled service call, scheduled by Participant or Stryker at a mutually agreed upon time, where Stryker shall inspect and adjust the covered Equipment.

6. **Maintenance and Support Service Option Plans, as applicable (Communications BU- DataMediator, Studio3, Hospital Status)**

   a. General. The maintenance and support service option plans are described on the attached Attachment 1 to Schedule B. Stryker shall provide the Maintenance and Support Services selected by Participant as set forth on the applicable DataMediator-Studio3 Service Plan commencing as of Customer Acceptance, provided that Participant has paid the applicable maintenance and support fee.

   b. Participant Obligations.

      i. Participant shall comply with the Customer Responsibilities set forth on the applicable DataMediator-Studio3 Service Plan. In the event that Participant does not comply with such requirements at the time of installation, Stryker may delay installation until all requirements are met.

      ii. Participant will develop a mutually agreeable installment plan with Stryker.

      iii. Participant will provide information, data, computer access and personnel and resources otherwise necessary to assist Stryker in completing installation.

      iv. Participant will ensure all Capture Devices intended for use in conjunction with the Software comply with the minimum platform and network infrastructure specifications as outlined by Stryker.

      v. Participant shall maintain, at Participant's sole expense, such equipment and software as Stryker may reasonably require for Stryker to remotely access the System.

      vi. Participant shall implement and follow the reasonable written instructions of Stryker regarding operation of the System.

      vii. Participant is responsible for maintaining its computer systems and all associated hardware following installation to ensure the Software operates properly.

      viii. Participant is responsible for installation and maintenance of any virus protection software on the Software. Stryker shall not be responsible for Software performance degradation due to installed virus protection software. Participant shall be responsible for the protection and backup of all data. This data shall reside on Participant provided storage.

   c. Services Outside Scope. The exclusions set forth in Section 6.d. shall apply to Stryker's obligations under this Section 3. Services provided by Stryker that are not within Stryker's obligations under this Agreement shall be billed at Stryker's then-current time-and-material charges, including out-of-pocket expenses. Stryker's obligations under this Section shall only apply to the most-current Release of the Software and the immediately preceding Release for a period of twelve (12) months following the release of the new Release. Implementation and certification services requested by Customer in connection with any Release will be billed at Stryker's then-current time-and-material charges.

   d. Term. The term for Maintenance and Support Services provided under this Agreement shall begin upon Customer Acceptance and shall continue for the period set forth on the applicable DataMediator-Studio3 Service Plan. Stryker may terminate Maintenance and Support Services for the Software upon (i) at least twelve (12) months' written notice to Customer if Stryker discontinues the marketing and ongoing maintenance and support of the Software (i.e., sunsets the Software) or (ii) at least thirty (30) days' written notice effective on or after the fifth anniversary of the date of this Agreement.

   e. Reinstatement. If Maintenance and Support Services are discontinued by Participant or terminated for any period, and Participant desires to reinstate such services,

e. Additional Service Offerings

Outlined in applicable Service Plans.

stryker

SCHEDULE C
FORM OF SERVICE PLAN

This **Service Plan**, consisting of this cover page and any applicable exhibits (collectively, "**Service Plan**"), is entered into by and between Stryker Sales, LLC, acting through its Endoscopy division ("**Stryker**") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** ("**Participant**") and is subject to that certain Services Agreement dated _____, 20_____ ("**Agreement**") between Stryker Sales, LLC and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** ("**Customer**"). Stryker and Participant are each individually referred to in this Service Plan as a "**Party**" and collectively as the "**Parties**." Capitalized terms not otherwise defined in this Service Plan will have the meanings ascribed to them in the Agreement. In the event that there is a conflict between the terms of this Service Plan and the Agreement, the terms of this Service Plan will govern.

Overview and Background:	Stryker agrees to provide Services to Participant for the Equipment set forth herein, pursuant to the terms, restrictions set forth in the Agreement and this Service Plan.
Effective Date and Service Plan Term:	The term of this Service Plan shall commence on _____ ("**Service Plan Effective Date**") and shall continue through and expire 36 months thereafter ("**Service Plan Term**"). For the purposes of clarity, in the event the Agreement is terminated, this Service Plan Term shall not exceed the Term of the Agreement.

PARTICIPANT NAME/ ACCT #:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	ACCT#: 210580
BILLING ADDRESS:		CUSTOMER PO #:_____ PO must match Agreement Term
SHIP TO NAME AND ADDRESS:	1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2329	
SELECTED SERVICE COVERAGE(S):	☐ ProCare Protect ☐ ProCare Prevent (Endo: Pneumoclear) ☐ ProCare Prevent (Endo: Digital Capture Device) ☐ ProCare Prevent (Communications) ☐ ProCare Select Plan Coverage : Tier Option Selected: _____ ☐ Purchase Through ProCare ("PTP") ☒ Onsite/Clinical Specialist(s) – Endoscopy Onsite/Clinical services are set forth in the "Additional Services" box below and Scope of Work set forth on Exhibit 2. ☐ Endo Maintenance and Support Service Option Plans (Communications: DataMediator, Studio3, Hospital Status) ☐ ProCare Communications PM Only (Communications)	
SELECT PAYMENT PLAN:		
ACCEPTED BY STRYKER: Stryker Sales, LLC acting through its Endoscopy Division BY:_____ DATE:_____	PARTICIPANT (FULL LEGAL NAME): SIGNATURE: _____ NAME: _____ TITLE: _____ DATE: _____	

Exhibit 1 to Service Plan
EQUIPMENT

Part No.	Description	Years	Quantity
ONSITE	ONSITE SPECIALIST	3	1

OnSite Services Scope of Work – UMC South Nevada

Hours of service

☒ Monday – Friday

- 0700-1500
- No on-call during Stryker off-hours

Service Exclusions

❖ Reasonable effort to provide coverage within the service exclusions will be made by Local OnSite Leadership

☒ Coverage

- OnSite Specialist coverage will not be provided for short notice, short term unplanned time-off due to events such as but not limited to sick days and bereavement
  - Immediate notice will be provided for sick/bereavement absence
- During Stryker observed holidays, coverage will not be provided
  - Dates to be provided in advance of the holiday
- OnSite Specialist coverage will be provided for predetermined vacation lasting more than 3 business days
  - Advanced notice will be provided for vacation absence
- Overtime Rate if Applicable - $50/hour

Equipment supported

☒ Stryker Equipment (Equipment setup, and/or image routing and connectivity support)

- Endoscopy Video Towers & Consoles
- Spy-Phi
- Neptune

☒ 3rd Party Equipment (Image routing and connectivity support only)

- Da Vinci Vision Cart
- Integra Headlight Camera System

Minimally Invasive Surgical procedures supported (In-room video support)

☒ Laparoscopy/Arthroscopy/Cystoscopy/Hysteroscopy
☒ Minimally Invasive Ear, Nose & Throat Surgery (ENT)
☒ Da Vinci Robotic Assisted Surgery
☒ Video Assisted Thoracic Surgery (VATS)
☒ Vessel Harvest (CABG)
☒ Spy-Phi specific procedures

Operating Room – In-room support

☒ Room setup

- Setup Stryker Tower and position according to surgeon preference and surgical procedure
- Setup 3rd Party booms and lights according to surgeon preference and surgical procedure
- Turn on capture device, camera control unit, light source, insufflator, printer

- Adjust monitor and camera settings according to surgeon preference and surgical procedure
- Check all video connectivity, cord/cable management, and verify equipment functionality
- Enter patient/procedure information into capture devices as directed
- Confirm with Nursing/Scrub staff that MIS instrumentation and equipment needs are available
- Retrieve intraoperative MIS instrumentation needs upon request
- Communicate MIS equipment needs/delays with OR personnel
- Immediate troubleshooting of Stryker Endoscopy equipment
    - Stryker OnSite Specialist(s) may initiate Stryker Remote Service, subject to technical availability

☒ Manage Integrated Suite software (EMR connectivity / data mediation)

- Install software upgrades

☒ Assist with connecting Stryker cords, devices, and tubing

- DVI/HDMI cable management
- Plugging in Stryker Camera and Light Cords to appropriate equipment console
- Connect applicable tubing for Stryker Neptune, and PneumoSure/PneumoClear

☒ Room breakdown

- Print or record any data/media from the current procedure as instructed by RN/Scrub staff or the Surgeon
- Power off and transport Stryker Video Tower/Secondary Monitor to staging/storage area
- Power off Stryker integration equipment components

☒ Stryker equipment upkeep

- Clean/disinfect Tower shell and all components prior to staging and usage
- Check CO2 tanks prior to procedure start
- Restock printer ink/paper ribbon inventory
- Routine functionality checks facilitated on Stryker Endoscopy video equipment

☒ Facilitate Stryker equipment and instrumentation repair process (if applicable under a Stryker Protect Service Contract)

- Identify and communicate required equipment components for repair
    - Request equipment component loaner console
    - Coordinate check-in of loaners or new consoles through BioMed
    - Remove broken or damaged components from circulation
- Identify and communicate instrumentation items requiring replacement
    - Ensure all new or replacement instrumentation is processed through the full reprocessing cycle prior to reintroduction into circulation
    - Remove broken or damaged instrumentation from circulation

☒ Education

- Provide product in-servicing and user education to SPD and OR staff members for Stryker equipment functionality and troubleshooting
- Provide product in-servicing and user education to SPD and OR staff members for Stryker instrumentation functionality and usage
- Provide product in-servicing and user education to OR staff members for Stryker Remote Service access and utilization, subject to technical availability

October 13, 2026

Cole Price
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Endoscopy And Arthroscopy, Visualization

Dear Cole Price:

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 Endoscopy And Arthroscopy, Visualization. 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 Endoscopy And Arthroscopy, Visualization category. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to ConMed Linvatec, Johnson & Johnson Health Care Sys, Karl Storz Endoscopy-America Inc, Olympus America Inc, Richard Wolf Medical Instruments, Smith & Nephew Endoscopy, Stryker/Endoscopy in September of 2024. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Michelle Sanchez

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:		
Corporate/Business Entity Name:		
(Include d.b.a., if applicable)		
Street Address:		**Website:**
City, State and Zip Code:		**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(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)

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.

Rachel Knicker
Signature

Rachel Knicker
Print Name

Director, Flex Finance
Title

10/14/26
Date

REVISED 7/25/2014

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: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda

November 12, 2026

Agenda Item #

11