Governing Board

Audit and Finance Committee

Tuesday, September 22, 2026 2:00 pm

Delta Point Building

Emerald Conference Room - 1st Floor

901 Rancho Lane

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
September 22, 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 the minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee held on August 19, 2026. (For possible action).

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly and year-to-date financial reports for August FY27; and direct staff accordingly. *(For possible action)*

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

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

7. Review and recommend for approval by the Governing Board the Amendment 2 to RFP No. 2022-01 Service Agreement for Early Out Self-Pay Pre-Collection Services with CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG); or take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Surgical Assist Services Agreement with EVH Network; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

9. Review and recommend for approval by the Governing Board the LOGIQ E10 Ultrasound Agreement with GE Healthcare; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Third Amendment to Master Services Agreement with HealthCare Inspired, LLC for Coding Support Services; or take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board, the Agreement with Intero Group HIM Services, LLC for CDI Services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Service Agreement Addendum with Philips Healthcare, a division of Philips North America LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Governing Board the Amendment 1 to Agreement for 340B Recovery Services with Par8o, LLC; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

14. Review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the RFP No. 2026-02 for Clinical Engineering, Equipment Distribution Management and Project Management Services to Intelas Health, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2026-02 Service Agreement, and execute any extension options and future amendments that address the addition or deletion of equipment and needed services for all hospital locations; or take action as deemed appropriate. *(For possible action)*

15. Receive a presentation; review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

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
August 19, 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 (via Teams)
Bill Noonan (via Teams)
Christian Haase (via Teams)
Mary Lynn Palenik (via Teams)

Absent:
None

Others Present:
Mason Van Houweling, Chief Executive Officer
Jennifer Wakem, Chief Financial Officer
Kendrick Russell, Chief Human Resources Officer
Doug Metzger, Controller
Chris Jones, Executive Director of Support Service
Susan Pitz – General Counsel
Lia Allen, Assistant General Counsel – Contracts
Claire Castellas, Paralegal

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 July 21, 2026. *(For possible action)*

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

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

DRAFT

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

SECTION 2. BUSINESS ITEMS

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

DOCUMENTS SUBMITTED:
- July FY27 Financial Report

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

Key indicators for the month were reviewed and compared to budget and prior year. Admissions for July were up over prior month. Lenth of stay continues to remain high. Hospital CMI was 2.02 and Medicare CMI was 2.23. Inpatient surgery cases were down by 41 cases, and outpatient cases were 39 cases above budget. There were 19 transplants.

ER visits were 428 cases above budget and 22% of patients were admitted. Quick care were on budget and primary care volumes were down. Ortho clinic visits were below budget 13% and there were 102 deliveries. The Crisis Stabilization Center saw a record high at 489 cases and the outpatient infusion clinic had 651 visits.

Chair Hagerty inquired about the increase in observation cases. Ms. Wakem responded that although hospitalists are performing patient screenings, these operations are being monitored, as the ED to observation conversion rate is increasing.

Ms. Wakem introduced a new slide highlighting budgeted surgical growth and the requirements to reach the 7%, 9%, and 11% targets. She will continue to report on this trend. Chair Hagerty requested that moving forward, the slide will show current and year-to-date trends.

In payor mix trended, commercial dropped 1.4%, and self-pay is consistent with prior month. The Committee voiced concern with volume from commercial to Medicaid. This is an area that is being monitored and will be discussed with the state.

The July income statement showed net patient revenue $$6.1 million above budget. Other revenue was below budget $639K. Total operating revenue was above budget $5.4 million. Operating expenses were above budget $3.2 million. EBITDA was $3.4 million on a budget of $4.5K.

SWB was over budget by $900K, due to nursing volumes. Overtime was over budget $500K. A slide highlighting progress of the FY27 goals will be presented beginning next month.

All other expenses were over budget $1.3 million due to surgical and medical supplies.

Key financial indicators were reviewed across profitability, labor, liquidity, and cash collections. Profitability and labor were in the green. Days cash on hand is just over 2 months. Ms. Wakem noted opportunities to improve net days in AR and candidates for billing. Cash collection goals in the business office were met, but point-of-service collections fell short in ambulatory and at the ortho clinic.

The cash flow statement showed that approximately $60 million was received during the month, including $1.1 million in supplemental payments. Capital funds of $5 million was received from the county.

Next, there was a discussion of the capital investment trend over a 10-year period.

Lastly, Ms. Wakem briefly reviewed the balance sheet highlights.

FINAL ACTION TAKEN:
None

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

DOCUMENTS SUBMITTED:
- None

DISCUSSION:
Ms. Wakem provided the following updates:

FY26 Financial Statement Audit:

Signal Report Update:
The team is compiling a report in an effort to project inpatient surgery cases. Inpatient surgical cases are estimated to be 1,737 cases. Management is working with staff to track data in Epic.

Bonding:
The BCC has approved bonding for the inpatient rehab and the parking garage.

September Audit and Finance Meeting:
The team is requesting to move the A&F meeting to Tuesday, the 22nd due to a meeting with Vizient on the 23rd. Mr. Van Houweling will arrange for Vizient to present at a future board meeting.

FINAL ACTION TAKEN:
None taken

ITEM NO. 6 Review and recommend for ratification by the Governing Board the ACO Participation Agreement with Aledade Accountable Care 241, LLC for Managed Care services; or take action as deemed appropriate*. (For possible action)*

DOCUMENTS SUBMITTED:
- ACO Participation Agreement
- Disclosure of Ownership

DISCUSSION:
This request is for ratification of a new ACO agreement, which will reward quality shared savings under Medicare Shared Savings Program. This is a 4-year agreement. Ratification was necessary, as the agreement had to be submitted by August 1st.

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. 7 Review and recommend for approval by the Governing Board the Ninth Amendment to the Provider Services Agreement with Intermountain IPA, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment Nine
- Disclosure of Ownership

DISCUSSION:

This amendment will add reimbursement retroactively for services performed at the CSC, effective June 1st.

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 approval by the Governing Board Amendment Four to the Hospital Participation Agreement with Prominence HealthFirst for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment Four to Hospital Participation Agreement
- Disclosure of Ownership

DISCUSSION:
This amendment adds CareSource beneficiaries and reimbursement rates for services as of July 1st. This 2-year agreement adds CareSource Medicaid and commercial patients.

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. 9 Review and recommend for approval by the Governing Board the Agreements with Securitas Healthcare for the Hugs Infant Child Security System; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Hugs Agreement - Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a new agreement for the purchase and installation of the Hugs Infant Child Security System. This is an electronic security solution that prevents infant abductions and mother-baby mismatches. It serves as a digital safety net, providing continuous location monitoring and instant alerts to ensure infants remain secure in labor and delivery or pediatric units. This agreement was obtained through the HPG competitive bid process. There is a 90-day installation system.

There was a brief discussion regarding the efficiency and status of the current security tracking system.

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 Customer Agreement with American Tel-A-Systems, Inc., d/b/a Amtelco; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Proposal
- Disclosure of Ownership

DISCUSSION:

This is a new agreement for a paging and dispatch system. The system is HIPAA compliant and provides a communication platform designed to replace pagers and unsecured SMS messages. This service will integrate with Epic and provide modern technology services. This is a 5-year agreement.

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

ITEM NO. 11 Review and **approval by the Governing Board the Contract for Services with Cabit Consulting, LLC for EPIC analyst services; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- Contract for Services
- Disclosure of Ownership

DISCUSSION:
This is a one-year agreement with an Epic analyst who will help with design, implementation, testing and support of electronic data connections between the Epic electronic health record and other healthcare applications or devices.

There was continued discussion regarding the selection process for Epic analysts.

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Agreement with The Concord Group for Project Management Services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Services Agreement
- Disclosure of Ownership

DISCUSSION:

The vendor will perform preconstruction, construction and construction closeout services for the parking garage project. During each phase, Concord will work with UMC's architect and staff to, in part, ensure a general contractor is selected, assist in permitting and monitoring of site plans, oversee the work of contractors, attend construction meetings, and finalize the closeout process. This is a 3-year agreement and termination clause is 15 days without cause.

There was a brief discussion regarding the bidding process and the selection of this vendor. The Committee also wanted to ensure that the timeline and deliverables are clear to ensure an on time and on budget project.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Review and recommend for approval by the Governing Board, the Agreement with Laboratory Corporation of America for Patient Specimen Collection Services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Patient Specimen Collection Services
- HPG Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a one-year renewal agreement for phlebotomy blood draw services within UMC's Trauma and Emergency Department on a 24-hour-per-day, seven-day-a-week basis.

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

ITEM NO. 14 Review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the RFP No. 2025-05 Addendum 4, Food Services and Clinical Nutrition Management Services to Sodexo America, LLC; approve the RFP 2025-05 Service Agreement; authorize the Chief Executive Officer to exercise extension options and execute amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Service Agreement
- Notice of Award
- Disclosure of Ownership

DISCUSSION:

UMC issued a request for proposals in August 2025. There were 5 respondents. After a review of the proposals, the ad hoc review committee recommends award to Sodexo America, LLC as the lowest responsive bidder for approval of the new 5-year agreement. Services include management and operation of UMC's food and nutrition services, patient meal services, clinical nutrition support, catering, floor stock, nourishments, doctors' lounge services, and related pass-through services necessary to support hospital operations and patient care.

There was a brief discussion regarding food service vendors used by other area hospitals.

FINAL ACTION TAKEN:
A motion was made by Member Noonan to approve the award and recommend for approval by the Board of Hospital Trustees. Motion carried by a majority vote.

ITEM NO. 15 Review and recommend for award by the Governing Board, the Bid No. 2026-07, UMC Summit Tower Floors 2 & 6 Remodel Project, PWP# CL-2026-373, to Builders United, 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:

UMC issued a request for proposals in May and received 6 respondents. After a review of the proposals, the ad hoc review committee recommends award to Builders United as the lowest responsive bidder. The scope of work includes renovation of the 2nd and 6th floors of the UMC Summit Tower, including an update to HVAC systems and fire code upgrades and sixth floor demo and build out.

The project construction period is approximately 180 days and UMC has the right to immediately terminate for convenience upon notice.

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. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Lease Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new 10-year lease agreement for use as a Surgery Center.

Chair Hagerty asked if staff could provide background information on the business plan for this project.

Chris Jones, Executive Director of Support Services, reminded the committee that there had been previous discussions about purchasing a venue for a surgery center and provided a summary description of the goal of the surgery center.

The Committee voiced concerns about the terms of the lease agreement and would like to receive more details related to this agreement. It was suggested that this item be tabled pending thorough review through the Strategic Planning and Audit and Finance Committees.

FINAL ACTION TAKEN:
None

SECTION 3: EMERGING ISSUES

ITEM NO. 17 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:

The ASC – Verlaine Lease project
Plans related to the Summit Tower
Hospital communication system education

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 3:32 p.m., the meeting was adjourned.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

Issue:	**Monthly Financial Reports for August FY27**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation:		
That the Governing Board Audit and Finance Committee receive the monthly financial report for August FY27; and direct staff accordingly. ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for August FY27 for the committee's review and direction.

Cleared for Agenda
September 22, 2026

Agenda Item #

4

UMC
UNIVERSITY MEDICAL CENTER
August 2026
Financials
AFC Meeting
HOPE
UMC
1800

KEY INDICATORS – AUG

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var	12-Mo Avg	Variance	% Var
APDs	19,200	19,643	(443)	(2.26%)	18,748	452	2.41%	18,943	257	1.36%
Total Admissions	1,911	2,029	(118)	(5.82%)	1,983	(72)	(3.63%)	1,984	(73)	(3.69%)
Observation Days	1,258	791	467	59.04%	863	395	45.77%	891	367	41.20%
ADC	366	362	5	1.33%	366	0	0.09%	379	(12)	(3.26%)
ALOS (Admits)	6.30	5.83	0.47	8.11%	5.69	0.61	10.72%	5.61	0.69	12.30%
ALOS (Obs)	1.28	1.14	0.15	12.82%	1.14	0.15	12.82%	1.19	0.09	7.45%
Hospital CMI	1.84	1.84	-	-	1.90	(0.06)	(3.17%)	1.88	(0.04)	(1.90%)
Medicare CMI	1.81	1.99	(0.18)	(9.06%)	2.22	(0.41)	(18.47%)	2.04	(0.23)	(11.47%)
Total IP Surgery Cases	879	886	(7)	(0.74%)	827	52	6.29%	818	61	7.48%
Total OP Surgery Cases	757	723	34	4.71%	651	106	16.28%	706	51	7.16%
Transplants	13	12	1	8.33%	15	(2)	(13.33%)	14	(1)	(3.70%)
Total ER Visits	10,046	9,707	339	3.49%	9,694	352	3.63%	9,736	310	3.18%
ED to Admission	13.08%	-	-	-	13.46%	(0.38%)	-	14.46%	(1.38%)	-
ED to Observation	8.69%	-	-	-	7.47%	1.22%	-	6.90%	1.79%	-
ED to Adm/Obs	21.77%	-	-	-	20.93%	0.84%	-	21.37%	0.40%	-
Quick Cares	14,130	15,862	(1,732)	(10.92%)	15,862	(1,732)	(10.92%)	16,644	(2,514)	(15.11%)
Primary Care	5,199	7,349	(2,150)	(29.26%)	6,679	(1,480)	(22.16%)	6,092	(893)	(14.66%)
OP Ortho Clinic	2,640	3,131	(491)	(15.67%)	2,849	(209)	(7.34%)	3,237	(597)	(18.44%)
Deliveries	99	128	(29)	(22.61%)	145	(46)	(31.72%)	109	(10)	(8.83%)
Crisis Stabilization Center	535	350	185	52.86%	103	432	419.42%	276	259	93.72%
OP Infusion Clinic	633	450	183	40.67%	503	130	25.84%	542	91	16.75%

PAYOR MIX

IP- Payor Mix 12 Mo Aug- 26

Fin Class	Jul- 26	Aug- 26	12-Mo Avg	Aug to Avg Var	Aug- 25	YoY Var
Commercial	15.86%	15.81%	17.72%	(1.92%)	18.04%	(2.23%)
Government	4.42%	4.52%	4.37%	0.16%	4.18%	0.34%
Medicaid	42.32%	42.20%	41.49%	0.70%	42.36%	(0.16%)
Medicare	30.72%	29.72%	31.11%	(1.39%)	29.44%	0.28%
Self Pay	6.68%	7.75%	5.31%	2.45%	5.98%	1.77%

SUMMARY INCOME STATEMENT – AUG

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$548,651,272	$517,943,199	$30,708,073	5.93%	
Net Patient Revenue	$88,364,191	$86,259,102	$2,105,089	2.44%	
Other Revenue	$3,570,991	$3,494,043	$76,948	2.20%	
Total Operating Revenue	**$91,935,182**	**$89,753,146**	**$2,182,037**	**2.43%**	
Net Patient Revenue as a % of Gross	16.11%	16.65%	(0.55%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$95,393,022**	**$94,472,121**	**$920,901**	**0.97%**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($3,457,840)**	**($4,718,975)**	**$1,261,136**	**26.72%**	
Add back: Depr & Amort.	$4,814,357	$5,015,991	($201,634)	(4.02%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$1,356,517**	**$297,016**	**$1,059,502**	**356.72%**	
EBITDA Margin	**1.48%**	**0.33%**	**1.14%**	**-**	

SUMMARY INCOME STATEMENT – YTD AUG

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$1,108,822,892	$1,041,987,746	$66,835,146	6.41%	
Net Patient Revenue	$182,048,714	$173,864,209	$8,184,505	4.71%	
Other Revenue	$6,479,275	$7,041,962	($562,687)	(7.99%)	
Total Operating Revenue	**$188,527,989**	**$180,906,171**	**$7,621,819**	**4.21%**	
Net Patient Revenue as a % of Gross	16.42%	16.69%	(0.27%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$193,308,832**	**$190,185,253**	**$3,123,579**	**1.64%**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($4,780,843)**	**($9,279,083)**	**$4,498,240**	**48.48%**	
Add back: Depr & Amort.	$9,544,028	$10,031,363	($487,335)	(4.86%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$4,763,186**	**$752,281**	**$4,010,905**	**533.17%**	
EBITDA Margin	**2.53%**	**0.42%**	**2.11%**	-	

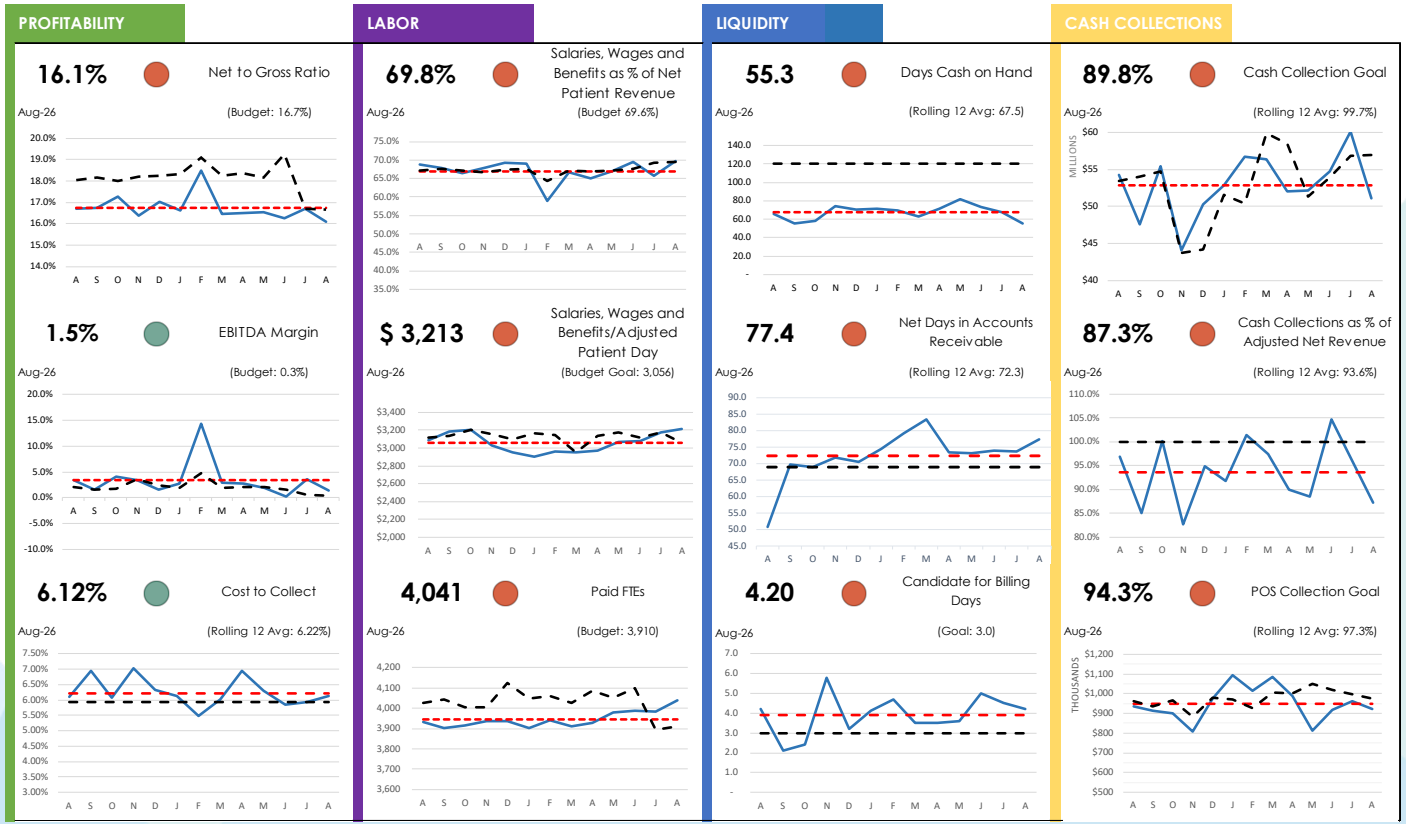
SALARY & BENEFIT EXPENSE – AUG

	Actual	Budget	Variance	% Variance	
Salaries	$40,853,126	$39,163,085	$1,690,040	4.32%	
Benefits	$18,234,351	$18,734,326	($499,975)	(2.67%)	
Overtime	$1,077,682	$724,963	$352,719	48.65%	
Contract Labor	$1,520,441	$1,416,672	$103,769	7.32%	
TOTAL	$61,685,599	$60,039,047	$1,646,552	2.74%	
Paid FTEs	4,041	3,910	131	3.35%	
Paid FTEs (Flex)	4,041	3,956	85	2.15%	
SWB per FTE	$15,265	$15,355	($90)	(0.58%)	
SWB/APD	$3,213	$3,056	$156	5.11%	
SWB % of Net	69.81%	69.60%	-	0.21%	
AEPOB	6.52	6.17	0.35	5.73%	

EXPENSES – AUG

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,707,093	$2,687,557	$19,537	0.73%	
Supplies	$15,833,439	$16,693,552	($860,113)	(5.15%)	
Purchased Services	$7,122,627	$6,990,694	$131,933	1.89%	
Depreciation	$2,834,284	$2,923,106	($88,822)	(3.04%)	
Amortization	$1,980,073	$2,092,886	($112,812)	(5.39%)	
Repairs & Maintenance	$1,172,976	$1,025,560	$147,416	14.37%	
Utilities	$628,227	$765,116	($136,889)	(17.89%)	
Other Expenses	$1,249,116	$1,115,434	$133,681	11.98%	
Rental	$179,588	$139,170	$40,418	29.04%	
Total Other Expenses	**$33,707,423**	**$34,433,075**	**($725,651)**	**(2.11%)**	

KEY FINANCIAL INDICATORS – AUG



ORGANIZATIONAL GOALS FINANCE/OPERATIONS AUG

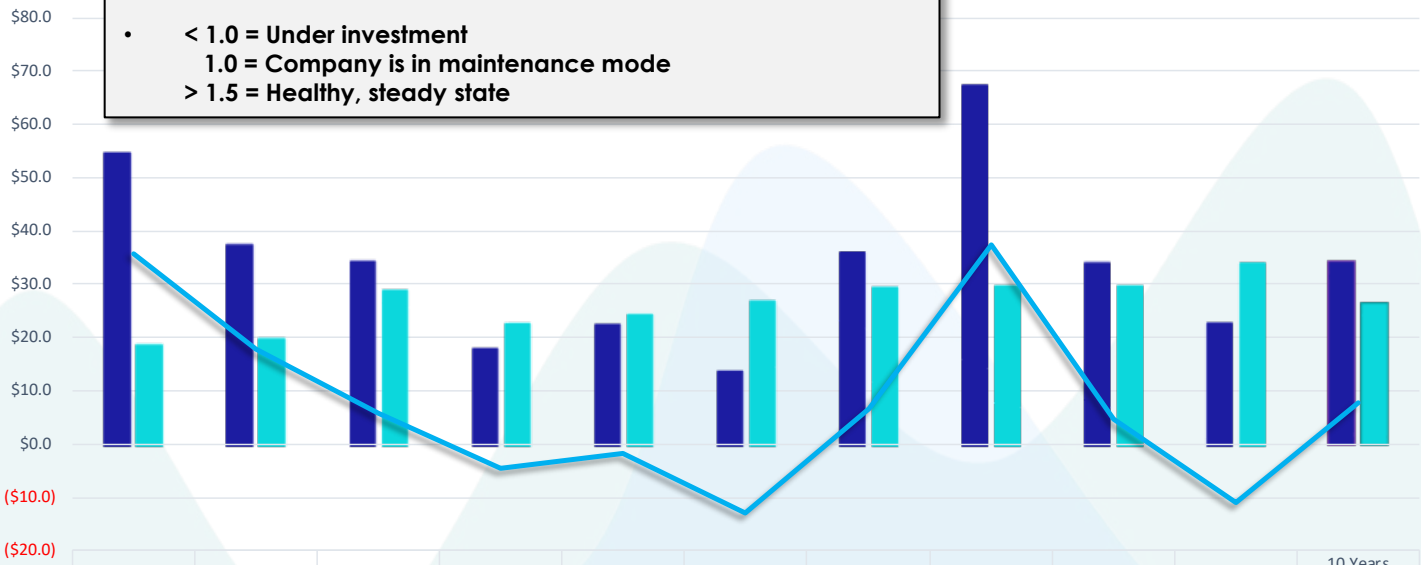
	Jul	Aug	YTD	Target	Variance
Exceed fiscal year budgeted EBITDA	$3,406,668	$1,356,517	$4,763,186	$752,280	$4,010,906
Surgery Volume > 9%	1,621	1,636	3,257	3,297	(40)
Surgery Volume > 11%	1,621	1,636	3,257	3,361	(104)
Salary, Wages, & Benefits <66% of Net Revenue	65.70%	69.80%	67.80%	66.00%	1.80%
Salary, Wages, & Benefits <64% of Net Revenue	65.70%	69.80%	67.80%	64.00%	3.80%

FY27 CASH FLOW

	August 2026	July 2026	June 2026	YTD of FY2027
Operating Activities				
Cash received from patients and payors	53,241,277	64,647,223	68,210,860	117,888,500
Cash paid to vendors	(35,038,847)	(32,772,928)	(33,643,963)	(67,811,775)
Cash paid to employees	(54,024,215)	(53,570,405)	(62,245,851)	(107,594,621)
Other operating receipts/(disbursements)	3,181,855	3,565,529	2,906,770	6,747,384
Net cash provided by/(used in) operations	(32,639,930)	(18,130,581)	(24,772,184)	(50,770,511)
Investing Activities				
Purchase of property and equipment, net	(3,627,606)	(1,962,490)	(2,012,476)	(5,590,096)
Interest received	1,323,121	1,104,702	(293,240)	2,427,823
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	4,945,452	2,232,018	5,738,954	7,177,471
Net cash provided by/(used in) investing activities	2,640,968	1,374,230	3,433,237	4,015,198
Financing Activities				
From/(to) Clark County	-	-	5,000,000	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	(3,000,000)	-	-	(3,000,000)
Interest paid	-	-	-	-
Other	-	-	-	-
Net cash provided by/(used in) financing activities	(3,000,000)	-	5,000,000	(3,000,000)
Increase/(decrease) in cash	(32,998,962)	(16,756,351)	(16,338,946)	(49,755,313)
Cash beginning of period	124,816,228	141,572,579	157,911,525	141,572,578
Cash end of period	91,817,266	124,816,228	141,572,578	91,817,265
Unrestricted cash	91,817,266	124,816,228	141,572,578	91,817,265
Cash restricted by donor	4,488,168	4,404,972	4,319,961	4,488,168
Internally designated cash	75,420,539	80,365,991	82,598,009	75,420,539

CAPITAL INVESTMENT TREND

- The CapEx Ratio evaluates how much a company reinvests in its physical assets compared to how fast those assets wear out.
- < 1.0 = Under investment
  1.0 = Company is in maintenance mode
  > 1.5 = Healthy, steady state



	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	10 Years Average
Capital Expenditures	$54.4	$37.4	$34.3	$18.1	$22.6	$13.9	$35.9	$67.1	$34.2	$22.9	$34.1
Depreciation	$18.8	$19.7	$28.6	$22.7	$24.3	$26.8	$29.4	$29.6	$29.6	$33.8	$26.3
Net CapEx	$35.6	$17.7	$5.7	($4.6)	($1.7)	($12.8)	$6.5	$37.5	$4.6	($10.9)	$7.8
CapEx/Depreciation Ratio	2.89	1.90	1.20	0.80	0.93	0.52	1.22	2.27	1.15	0.68	1.29

FY27 BALANCE SHEET HIGHLIGHTS

	August 2026	July 2026	June 2026
CASH			
Unrestricted	$ 91.8	$ 124.8	$ 141.6
Restricted by donor	4.5	4.4	4.3
Internally designated	75.4	80.4	82.6
	$ 171.7	$ 209.6	$ 228.5
NET WORKING CAPITAL	$ 199.2	$ 195.6	$ 191.7
NET PP&E	$ 298.0	$ 297.3	$ 298.2
LONG-TERM DEBT- Bond related (net of current debt)			$ -
NET PENSION LIABILITY	$ 676.7	$ 676.7	$ 676.7
NET POSITION	$ (213.9)	$ (211.3)	$ (210.7)

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

Issue: **CFO Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly.** ***(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
September 22, 2026

Agenda Item #

5

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
6	NRS 332.115(1)(f) – Insurance	N/A	SilverSummit	Amendment 12 to Provider Agmt dated July 1, 2017	No	6/1/25 - 6/30/27	90 business days w/o cause prior to any anniversary period	Based on volume	Managed Care	Adds critical commercial exchange plan language, which has been backdated to June 1, 2025, to remain in compliance, along with updated compesnsation schedules to be effective January 1, 2026.

Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
7	RFP 2022-01	No	CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG)	Amendment 2	No	Extend for 12 Months through September 30, 2027	30 days w/o cause	Base Agreement NTE $2,500,000 Amendment 1 NTE $500,000 Option 1 NTE $600,000 Amendment 2 NTE $700,000 Cumulative Total NTE $4,300,000	N/A	Increase $100,000	Patient Accounting	This Amendment 2 is to exercise the second of 2 options to extend the Term for one (1) year from October 1, 2026 to September 30, 2027, and add an additional NTE amount of $700,000. HRMG provides billing and collection activities related to pre-collection services for self-pay balances and self-pay balances after insurance i.e., all accounts with balances after insurance or without insurance coverage will be sent to HRMG for collection for up to 120 days of account placement prior to sending to bad debt. These services include printing and mailing statements and correspondence letters generated out of Epic, managing any and all return mail, providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes, among other things.
8	NRS 332.115(1)(b)	No	EVH Network	New Contract	N/A	3 Years Oct 1, 2026 - Sept 30, 2029	90 days w/o cause	$168,000/ year; $504,000.00 total 3 years	N/A	None	OR	EVH Network will provide first-assist services, M-F 7am-5pm, as well as on-call, to work directly under the supervision of the Participating Cardiothoracic Surgeon in cardiothoracic and vascular surgery during surgeries performed at UMC. The practitioners will serve as surgical assistants for both emergency and scheduled cases, remaining on-site until the surgery is completed or until released by the principal surgeon.
9	NRS 450.525 NRS 450.530	Yes	GE Healthcare	New Agreement	N/A	One Time Purchase	Budget Act and Fiscal Fund Out	$647,467.00	Capital purchase $647,467.00	GPO pricing	Radiology	Purchase of four new GE LOGIQ E10 Ultrasound Machines for diagnostic purposes. Our current ultrasound machines are outdated and approaching the end of their life cycle, raising patient safety concerns due to their inability to transmit ultrasound images accurately to PACS for radiologist interpretation. It is essential to replace these machines to ensure compliance with the Radiology Resident Program.
10	NRS 332.115(1)(b) – Professional Services	No	Healthcare Inspired, LLC	Third Amendment	No	Three (3) years June 1, 2026 - June 1, 2029	15 days w/o cause; Budget Act/Fiscal Fund Out	Base Agreement $20,000 First Amendment $60,000 Second Amendment $1,285,200 Third Amendment $4,000,000 Aggregate: $5,365,200	N/A	None	HIM	In June 2024, UMC entered into an agreement with Healthcare Inspired, LLC for audit services for analysis of documentation, coding, and billing practices related to orthopedic services. The First Amendment to the Agreement, effective April 21, 2025, expanded the scope of services to include additional audits and chart reviews. The Second Amendment, effective September 17, 2025, provided UMC with remote specialty coding services for coding of professional and/or facility claims, including but not limited to CPT and/or Evaluation Management services, based on documentation provided by UMC. This Third Amendment will expand the scope of services to include audit support for orthopedic services, IVR/cardio-surgical cases, facility chart reviews and additional multi-specialty audit support as requested by UMC. Additionally, this Third Amendment will extend the term for 3 years, adding an additional estimated expense of $4,000,000 to the Agreement.
11	NRS 332.115(1)(b) – Professional Services	No	Intero Group HIM Services, LLC	New Contract	N/A	Three (3) year term; Two (2) renewal options	30 days w/o cause and Budget Act	$3,237,600	N/A	None	HIM	This Agreement is for Intero Group HIM Services, LLC to provide staffing for UMC's new CDI Department. This Agreement will allow UMC to hire four (4) full-time employees for their CDI staff, including three (3) Clinical Documentation 2nd Level Reviewers and one (1) Clinical Documentation Manager, to provide remote clinical documentation services and medical record reviews. The estimated cost for this Agreement is $3,237,600.00.
12	NRS 332.115 (1)(C)	No	Philips Healthcare	Addendum	Yes	5 Years	60 days w/o cause	Base Agreement $710,350.00	N/A	None	Radiology	Under this addendum, Philips will provide service coverage for the Azurion 7 M12 in the Cath Lab, which is essential for UMC patients. The Azurion 7 M12 is an advanced image-guided interventional angiography system capable of performing 3D CT-like imaging during procedures.
13	NRS 332.115.1(h)	No	Par8o, LLC	Amendment	No	Extend for 3 Years through January 25, 2029	90 days w/o cause	Base Agreement NTE $600,000 Amendment 1 NTE $555,000 Cumulative Total NTE $1,155,000	Support included in the Services	Current: 25% contingency fee New: 22% contingency fee	Pharmacy	This Amendment One requests to (i) extend the Term for three (3) years from January 26, 2026 through January 25, 2029; (ii) decrease the contingency fee from 25% to 22%; (iii) request additional funds in the NTE amount of $185,000 per year during the extension period; (iv) update the business name and Notices section of the Agreement; and (v) add a new clause on Use of Artificial Intelligence. NuReferrals is a referral management platform, which is designed to find opportunities for 340B cost savings that have not been realized by UMC under the 340B Federal Drug Pricing Program.
14	RFP 2026-02	No	Intelas Health, Inc.	New Contract	N/A	5 Years, with Two (1)-Year Options	90 days w/o cause	NTE $39,647,511.96	Included in the Annual Fees	Savings Est. $821,059.80 annually	Clinical Engineering Services	This agreement is to manage and maintain UMC's Clinical Engineering Department in compliance with all DNV, State of Nevada, and other regulatory agencies and project requirements, as detailed in Exhibit A's Scope of Work (the "Agreement"). Intelas Health's services will include, but are not limited to, the following: • Management of all departmental staff needed for the successful operation of services; • Handle biomedical and laboratory purchases of products, supplies, equipment and services that are owned or leased by UMC; monitor equipment for safety and proper performance; manage third party contracts; and provide medical equipment repairs and planned maintenance for biomedical and imaging equipment; • Perform equipment cleaning and Distribution Management Services for mobile and portable medical equipment; monitor equipment par levels within each department and notify hospital when additional equipment is needed to maintain par levels; recommend whether to repair or replace medical equipment based on life cycle data analytics; and perform equipment inspections and recalls; • Provide project management to UMC's third party Real-Time Location System, which tracks (i) physical assets/equipment and (ii) people via radio frequency identification to support hospital's loss prevention efforts; • Perform quality control, training and development, and operational and technical support; and • Guarantee the financial outcome of the program for all covered items and provide on-site support during both scheduled and unannounced regulatory agency inspections. Year 1 cost is $4,250,341.08 and is subject to (i) annual CPI adjustment of up to 3%, and (ii) Equipment Additions/Deletions capped at 25% annually.
15	n/a	No	Verlaine, LLC	New Contract	N/A	Ten Years; Two (2) additional Five (5) Year renewal options	Budget Act/Fiscal Fund Out	Base Rent: $3.55 per sq. ft.; $252,873.60 for year 1 with six (6) months' rent abatement; annual rent increase of three percent (3%) Adjustments: $0.52/month per square foot; annual cap of 10% for subsequent years	N/A	None	Ambulatory	This request is to approve a new Lease Agreement with Verlaine, LLC (Landlord) to lease approximately 11,872 sq. ft. of rentable space at 10195 W. Twain Ave., Las Vegas, Nevada 89149. UMC will receive rent abatement for six (6) months in year 1 of the Lease Term, a savings of approximately $252,873.60. The monthly rent resumes at $42,145.60 per month for the remainder of year 1, plus adjustments (taxes, insurances and common area maintenance charges) for the first year. UMC's adjustments, composed of taxes, insurance, CAM, and maintenance charges, shall not exceed $0.52 per square foot, per month, for the first Lease year. For each anniversary of the Lease Term, such amount shall not increase by more than 10% from the preceding year. The Lease Term is for ten (10) years, effective on the Lease Commencement Date, with the option to renew for two (2), five (5)-year periods. UMC has a right of first offer to purchase the building should the Landlord offer or market it for sale to third parties.

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

Issue:	**Amendment Twelve to Participating Provider Agreement with SilverSummit Healthplan, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Twelve to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.111
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: June 1, 2025 – June 30, 2027
Amount: Revenue based on volume
Out Clause: 90 business days w/o cause prior to any anniversary period

BACKGROUND:

On June 21, 2017, the Governing Board approved the Participating Provider Agreement with SilverSummit Healthplan, Inc. to provide its members with healthcare access to the hospital and its associated Urgent Care facilities. Amendment 1, effective July 1, 2017, added Attachment A on Enhanced MCO Capitated Payment and updated other miscellaneous provisions. Amendment 2, effective November 1, 2018, added Attachment C on Commercial Exchange for Product Attachment, Regulatory Requirements, and Compensation Schedule/Facility Services/Clinic Facility. Amendment 3, effective January 1, 2019, added Attachment C on Commercial Exchange for Compensation Schedule Professional Services. Amendment 4, effective July 1, 2020, extended the Agreement Term for two (2) years, effective July 1, 2020, through June 30, 2022. Amendments 5 and 6, effective January 1, 2021, added a Medicare Plan and a rate increase to the PPO Commercial-Exchange Plan, respectively. Amendment 7, effective May 1, 2020, added the MCO Directed Payment language into the Agreement from the State and County agreements. Amendment 8, effective July 1, 2022, extended the term through June 30, 2024. Amendment Number Nine, effective January 1, 2024, updated the list of Contracted Providers. Amendment Number Ten extended the term for three (3) years from July 1, 2024, through July 30, 2027. Amendment Eleven, effective February 25, 2026, added the Battle Born Product and increased rates.

Cleared for Agenda
September 22, 2026

Agenda Item #

6

This Amendment Twelve adds critical commercial exchange plan language, which has been backdated to remain in compliance, and updates compensation schedules in the current agreement, effective as of January 1, 2026. All other terms of the Agreement shall remain in full force and effect.

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

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

AMENDMENT NUMBER TWELVE
PARTICIPATING PROVIDER AGREEMENT

This Amendment Number Twelve ("Amendment") is entered into as of June 1, 2025 (the "Amendment Effective Date") by and between SilverSummit Healthplan, Inc. ("Health Plan") and University Medical Center of Southern Nevada a county-owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Provider"), collectively referred to herein as the "Parties."

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the "Agreement") effective as of July 1, 2017 as amended (defined in the Agreement as the "Effective Date"); and

WHEREAS, the Parties desire to amend the Agreement in accordance with the amendment provisions of the Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. Change of Name from "Commercial-Exchange Product" to "Individual Marketplace Product." For purposes only of the Agreement, the name of the product to the Agreement known as the "Commercial-Exchange Product" is hereby changed to "Individual Marketplace Product," and all references to the phrase "Commercial-Exchange" are changed to "Individual Marketplace." This change shall have no effect on the substantive terms of Provider's participation in such product, nor on the branding of the Ambetter® line of individual health insurance offerings.

2. Participating Provider Agreement, Schedule B, Product Participation is hereby deleted from the Agreement in its entirety and replaced with Participating Provider Agreement, Schedule B, Product Participation, attached hereto, and is hereby incorporated into the Agreement.

3. Attachment C: Commercial-Exchange, Exhibit 1, Compensation Schedule, Facility Services, Clinic Facilityis hereby deleted from the Agreement in its entirety and replaced with Attachment C: Individual Marketplace, Exhibit 1, Compensation Schedule, Hospital Services, attached hereto, and is hereby incorporated into the Agreement with an effective date of June 1, 2025.

4. Attachment C: Commercial-Exchange, Exhibit 1, Compensation Schedule, Professional Services is hereby deleted from the Agreement in its entirety and replaced with Attachment C: Individual Marketplace, Exhibit 2, Compensation Schedule, Professional Services, attached hereto, and is hereby incorporated into the Agreement with an effective date of June 1, 2025

5. Attachment F: Battle Born State, Exhibit 1, Compensation Schedule, Hospital Services, attached hereto, is hereby added to and incorporated into the Agreement, with an **effective date of January 1, 2026**.

6. Attachment F: Battle Born State, Exhibit 2, Compensation Schedule, Professional Services, attached hereto, is hereby added to and incorporated into the Agreement, with an **effective date of January 1, 2026**.

7. Attachment G: Direct Individual, Product Attachment (Including Regulatory Requirements and Compensation), inclusive of Schedule A, Regulatory Requirements; and Compensation Schedules, attached hereto, is hereby added to and incorporated into the Agreement, with an **effective date of January 1, 2026**.

8. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date above.

Health Plan:	**PROVIDER:**
SilverSummit Healthplan, Inc.	University Medical Center of Southern Nevada
Authorized Signature	Authorized Signature
Printed Name: Sarah E. Fox	Printed Name: Mason Van Houweling
Title: Plan Chief Operating Officer	Title: Cheif Executive Officer
Date: 08/14/2026	Date:
ICM #: ICMProviderAgreementAmendment_242783	Tax ID Number: 88-6000436
	State Medicaid Number:
	NPI :

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE B

PRODUCT PARTICIPATION

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

Attachment C: Individual Marketplace

EXHIBIT 1
COMPENSATION SCHEDULE
HOSPITAL SERVICES

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

Attachment C: Individual Marketplace

EXHIBIT 2
COMPENSATION SCHEDULE
PROFESSIONAL SERVICES

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

Attachment F: Battle Born State

EXHIBIT 2
COMPENSATION SCHEDULE
PROFESSIONAL SERVICES

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

Attachment G: Direct Individual

PRODUCT ATTACHMENT
(INCLUDING REGULATORY REQUIREMENTS AND COMPENSATION)

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

Attachment G: Direct Individual

SCHEDULE A
REGULATORY REQUIREMENTS
NEVADA

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

Attachment G: Direct Individual

EXHIBIT 1
COMPENSATION SCHEDULE
HOSPITAL SERVICES

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF 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:	SilverSummit Healthplan (subsidiary of Centene Corporation)	
(Include d.b.a., if applicable)		
Street Address:	7700 Forsyth Blvd.	**Website:** https://www.centene.com/
City, State and Zip Code:	St. Louis, MO 63105	**POC Name:** **Email:**
Telephone No:	314-725-4477	**Fax No:**
Nevada Local Street Address: **(If different from above)**	SilverSummit Healthplan 2500 N Buffalo Dr.	**Website:** www.silversummithealthplan.com
City, State and Zip Code:	Las Vegas, NV 89128	**Local Fax No:**
Local Telephone No:	844-366-2880	**Local POC Name:** Keri Kelley, Compliance Officer **Email:** keri.kelley@silversummithealthplan

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)
Eric Schmacker	President and CEO (Officer, Director)	
Christopher Andrew Koster	Secretary (Officer, Director)	
Tricia Lynn Dinkelman	Vice President of Tax (Officer)	
John Brian Ternan	Sr. VP, Markets (Director)	
Andre Cisne	Treasurer (Officer)	

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)?

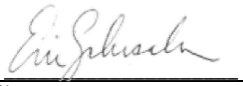
   ☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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.)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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.

	Eric Schmacker
Signature	Print Name
Plan President & CEO	May 5, 2024
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Amendment 2 to RFP No. 2022-01 Service Agreement for Early Out Self-Pay Pre-Collection Services with CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG)**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment 2 to RFP No. 2022-01 Service Agreement for Early Out Self-Pay Pre-Collection Services with CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG); or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Early Out Self-Pay Pre-Collection Services
Bid/RFP/CBE: RFP 2022-01
Term: Amendment 2 – extend for one (1) year from 10/1/2026 to 9/30/2027
Amount: Amendment 2 – additional NTE $700,000; cumulative total since inception of Agreement is NTE $4,300,000
Out Clause: 30 days w/o cause

BACKGROUND:

On May 25, 2022, the Governing Board awarded RFP No. 2022-01, Early Out Self-Pay Pre-Collection Services, to Healthcare Revenue Management Group ("HRMG") to provide billing and collection activities related to pre-collection services for self-pay balances and self-pay balances after insurance i.e., all accounts with balances after insurance or without insurance coverage will be sent to HRMG for collection for up to 120 days of account placement prior to sending to bad debt ("Services"). The award amount was estimated NTE $2,500,000 for the Term of the Agreement. These Services include printing and mailing statements generated out of Epic, managing any and all return mail, providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes, among other things. The Agreement Term was from October 1, 2022 through September 30, 2025 with the option to extend for two, 1-year periods unless terminated with a 30-day written notice.

Cleared for Agenda
September 22, 2026

Agenda Item #
7

Amendment 1, effective July 26, 2023, added the printing and mailing of correspondence letters that UMC previously handled in-house and increased the budget by NTE $500,000. On March 28, 2025, UMC exercised the first of 2 options extending the Term for one (1) year through September 30, 2026 and added NTE $600,000.

This Amendment 2 requests to exercise the second of 2 options to extend the Term for one (1) year from October 1, 2026 to September 30, 2027, and add an additional NTE amount of $700,000.

UMC's Patient Accounting Director has reviewed and recommends approval of this Amendment, which has been approved as to form by UMC's Office of General Counsel.

AMENDMENT 2 TO RFP NO. 2022-01 SERVICE AGREMENT FOR EARLY OUT SELF-PAY PRE-COLLECTION SERVICES

This Amendment 2 (hereinafter referred to as "**Amendment 2**") is made and entered into as of this 1st day of October, 2026 (hereinafter referred to as "**Amendment Effective Date**"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "**HOSPITAL**") and CMRE FINANCIAL SERVICES, INC. D/B/A HEALTHCARE REVENUE MANAGEMENT GROUP (HRMG), a California corporation (hereinafter referred to as "**COMPANY**").

RECITALS:

WHEREAS, the parties entered into RFP No. 2022-01 Service Agreement for Early Out Self-Pay Pre-Collection Services with an effective date of October 1, 2022 (hereinafter referred to as "**Agreement**");

WHEREAS, on July 26, 2023, the parties entered into Amendment 1 which increased the funding and adjusted the rates for patient correspondence letters;

WHEREAS, on March 28, 2025, HOSPITAL exercised the first of two options thereby extending the Term of the Agreement through September 30, 2026 and allocated a budget of NTE $600,000; and

WHEREAS, the parties desire to further amend the Agreement with this Amendment 2 to increase the funding and exercise the second extension option in the manner described herein.

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

1. Section I, Term of Agreement, HOSPITAL elects to exercise the second (2nd) of two (2) extension options to reflect a new termination date of September 30, 2027.

2. Section II.A, Compensation, the Agreement's budget is hereby amended to add an additional not-to-exceed amount of $700,000.00 during the one (1) year extension (with a new not-to-exceed total of $4,300,000.00). All references in the Agreement to the budget allowance are amended to include this additional amount.

3. This Amendment 2 may be executed in one or more counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment 2 electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment 2, the terms and conditions of this Amendment 2 shall govern, prevail, and control. All references to the Agreement shall include this Amendment 2.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 as of the Amendment Effective Date.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
CMRE FINANCIAL SERVICES, INC. D/B/A
HEALTHCARE REVENUE MANAGEMENT
GROUP (HRMG)

By: Patrick Nixon
Patrick Nixon
Sr. Vice President of Sales

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: 3

Corporate/Business Entity Name:	CMRE Financial Services, Inc.	
(Include d.b.a., if applicable)	Healthcare Revenue Management Group, a division of CMRE Financial Services, Inc.	
Street Address:	3075 E. Imperial Hwy, Ste. 200	**Website: https://cmrefsi.com/hrmg-self-pay-outsourcing-debt-prevention-program/**
City, State and Zip Code:	Brea, CA 92821	**POC Name: Pat Nixon** **Email: pat.nixon@meduitrcm.com**
Telephone No:	818-469-3480	**Fax No: n/a**
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)

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.

Patrick Nixon

Signature

Patrick Nixon

Print Name

Sr. Vice President of Sales

Title

08/26/2026

Date

REVISED 7/25/2014

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

Issue:	**Surgical Assist Services Agreement with EVH Network**	**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 Surgical Assist Services Agreement with EVH Network; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: Surgical Assist Services Agreement
Bid/RFP/CBE: NRS 332.115(1)(b)
Term: Three-Year Term
Amount: $504,000.00; $168,000.00 per year
Out Clause: 90-day term for convenience.

BACKGROUND:

EVH Network will provide first-assist services in cardiothoracic and vascular surgery during surgeries performed at University Medical Center of Southern Nevada. The practitioners will serve as surgical assistants, remaining on-site until the surgery is completed or until released by the principal surgeon. The estimated total cost for this three-year agreement is $504,000.00.

Staff also requests authorization for the Hospital CEO to execute extension options and amendments within his annual delegation of authority, if deemed beneficial to UMC.

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

Cleared for Agenda
September 22, 2026

Agenda Item #
8

SURGICAL ASSIST SERVICES AGREEMENT

THIS SURGICAL ASSIST SERVICES AGREEMENT ***("Agreement")*** is made and entered into by and between **University Medical Center of Southern Nevada,** a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ***("Hospital")***, and **EVH Network, LLC,** a Nevada limited liability company ***("Contractor")*** Hospital and Contractor are at times each referred to herein as a ***"Party"*** or, collectively, as the ***"Parties".***

RECITALS

A. Hospital is a general acute care hospital that performs cardiothoracic and vascular procedures within its surgery departments.

B. Contractor employs or contracts with surgical assist practitioners licensed and/or certified in the State of Nevada (the ***"State")*** who are experienced and qualified to provide cardiothoracic surgical assist services (hereafter ***"Practitioners"*** or ***"Surgical Assistants").*** For purposes of this Agreement, the terms "Practitioner" and "Surgical Assistant" refer to any practitioner who can provide cardiothoracic and vascular surgical assistant services in accordance with the Hospital Rules (as defined below) and the Medical Staff Bylaws (as defined below).

C. Hospital accordingly desire that Practitioners be available to provide surgical assist services to Cardiothoracic Surgeons for the patients at the Hospital (UMC).

AGREEMENT

1. **Summary of Terms.**

   (a) **Effective Date:** October 1, 2026 (the ***"Effective Date")***

   (b) **Expiration Date:** September 30, 2029 (the ***"Expiration Date")***

   (c) **Compensation:** Hospital shall compensate Contactor in the amount of One Hundred Sixty-Eight Thousand Dollars ($168,000.00) per year contracted, payable in equal monthly installments of Fourteen Thousand and No/100 Dollars ($14,000.00) per month for the provision of One (1) surgical assistants (the "***Compensation***").

2. **Coverage Services.** Contractor shall provide One (1) Contracted Number of Surgical in (Exhibit B) to be available to provide cardiac surgical first assist services during Cardiac surgeries performed in the Hospital (the "***Services***"), Plus availability during call hours upon the terms and subject to the conditions set forth in this Agreement. The specific services provided by the Surgical Assistants are listed on Exhibit A. The Surgical Assistants approved to provide Services are listed on Exhibit B. Contractor shall cause Practitioners to provide surgical assistant for emergency or scheduled cases at the time requested by the principal surgeon and shall remain on site until the surgery is completed or the principal surgeon releases the Practitioner.

3. **Availability.** Contractor shall cause Practitioners to provide the Services in collaboration with daily Operating Schedule and Provide 1 Surgical Assistant during Call hours with provided Rotational Call schedule from Contractor. Contractor surgical assistant Call hours Rotation to be flexible in accordance to availability.

4. **Scheduling.** Contractor shall, no later than five (5) days prior to the beginning of each calendar month, inform Hospital of the Schedule for Practitioners to provide the Services during such month. Contractor shall cause each Practitioner to use best efforts to be available if reasonably requested by Hospital in order to meet that Hospital's needs for the Services. If a Practitioner is unable to

perform the Services when needed for any reason, that Practitioner shall inform Hospital and Cardiothoracic Surgeon as soon as reasonably practicable.

5. **Clinical Privileges.** Contractor shall cause Practitioners, from and after the Effective Date, to have and maintain all clinical privileges necessary to provide the Services at Hospital.

6. **Medical Records.** Contractor shall ensure that each Practitioner prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment provided by that Practitioner to Patients in accordance with the Hospital Rules (as defined below), the Medical Staff Bylaws (as defined below), applicable Laws (as defined below), and Joint Commission standards and recommendations. All information and records relating to patients shall be the sole property of Hospital.

7. **Monthly Invoices.** Contractor shall maintain and submit to University Medical Center Accounts Payable, on or before the Monthly Invoice Due Date, a monthly invoice with a Provided Fixed Monthly Payment (FMP) Purchase Order (PO) Number from University Medical Center, in such form as reasonably requested by the Hospital from time to time, which accurately represents the Services provided by Contractor in the immediately preceding calendar month (the ***"Monthly Invoice").*** Hospital is to provide associated FMP PO# to Contractor no later than 15 days prior to first Invoice submittal. Hospital must immediately modify/adjust proper FMP PO payment in accordance to number of Surgical assistants agreed to contract.

8. **Compensation.** Hospital shall, within thirty (30) days after that Hospital's receipt of the Monthly Invoice in accordance with Section 7, pay to Contractor the amount set forth in Section l(c) for Services performed by the Practitioners in such month; provided, however, that if the Hospital does not receive a Monthly Invoice within thirty (30) days of the end of the month during which the Services were performed, Hospital shall not be obligated to pay Contractor for the Services performed during that month. Contractor shall, on or before the Effective Date, complete, execute and deliver to each Hospital a copy of IRS Form W-9 which identifies Contractor's taxpayer identification number and Vendor Information.

9. **Billing and Collections.** Contractor shall be solely responsible for billing and collecting for all professional services provided by Practitioners to Patients. Contractor shall cause each Practitioner to accept assignment with respect to services provided to Federal health care program beneficiaries, to the extent permissible under applicable rules and regulations, and shall comply with all applicable Laws in connection with billing and coding for Services provided by Practitioners under this Agreement. Contractor shall comply and shall ensure that any collection agency engaged by Contractor complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, *et seq.).*

10. **Term and Termination.**

(a) **Term.** This Agreement shall become effective on the Effective Date and shall continue until the Expiration Date, subject to the termination provisions of this Agreement. Renewals of this Agreement shall be upon mutual written agreement.

(b) **Termination by Hospital.** Upon the occurrence of any one or more of the following events, a Hospital may terminate or withdraw from this Agreement by giving written notice of termination to Contractor, which termination shall be effective as of the date set forth in the Hospital's written notice of termination to Contractor or, if no date is set forth in the notice, the date the notice is delivered to Contractor: (i) Contractor or an Practitioner breaches any representation, warranty or covenant of Contractor set forth in this Agreement; (ii) an Practitioner's performance of Services pursuant to this Agreement, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital; (iii) Contractor or an Practitioner is charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the Services, the provision of

professional services; (iv) Contractor or an Practitioner is excluded or suspended from participation in any Federal health care program; or (v) an Practitioner is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff.

(c) **Termination Upon Breach.** Each Party may terminate this Agreement upon any breach of this Agreement by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within thirty (30) days after written notice of such breach is given by the non-breaching Party.

(d) **Termination Without Cause.** Each Party may terminate this Agreement without cause, expense or penalty, effective ninety (90) days after written notice of termination is given to the other Party.

(e) **Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and those rights and obligations that expressly survive termination or expiration of this Agreement.

(f) **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by 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 thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

11. **Use of Hospital Premises.** Contractor and Practitioners shall not use any part of the Department or Hospital for the provision of any services or goods to any person or entity (other than the provision of Services to Patients in accordance with this Agreement), except in an emergency or with the Hospital's prior written consent.

12. **Representations and Warranties.** Contractor represents and warrants that neither Contractor nor Practitioners have ever been excluded or suspended from participation in, or sanctioned by, any Federal health care program. Contractor further represents and warrants that Practitioners are surgical assist practitioners licensed and/or certified in the State of Nevada who are experienced and qualified to provide cardiothoracic and vascular surgical assist services to Hospital.

13. **Independent Contractor.** Contractor is and shall at all times be an independent contractor or Vendor with respect to Hospital in the performance of its obligations under this Agreement. Practitioners shall not be entitled to any retirement or welfare plan, or fringe benefits of any kind provided to employees of Hospital, and there shall be no deductions from Contractor's compensation for taxes, benefits or other types of withholdings, except as may be required by applicable Law (as defined below).

14. **Referrals.** Nothing in this Agreement or in any other written or oral agreement between Hospitals and Contractor or Practitioners, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to a Hospital or any affiliate of Hospital. Neither Contractor nor Practitioners shall refer any Patient to any Contractor of health care services that Contractor or the Practitioner knows or should know is excluded or suspended from participation in, or sanctioned by, any Federal health care program.

15. **Contractor Insurance.**

(a) Contractor, at Contractor's sole cost and expense, shall maintain Continuous Coverage (as defined below) of policies of professional liability and general liability insurance consistent with the requirements of the Medical Staff Bylaws (as defined below). The insurance policies shall: (i) in the case of the professional liability insurance policy, provide coverage for negligent acts or omissions of each Practitioner in the performance of professional services; (ii) in the case of the general liability insurance policy, provide coverage for bodily injury and property damages resulting from negligent acts or omissions of Contractor and each Practitioner (other than those matters covered by the professional liability insurance policy); (iii) name each Practitioner as a named insured and Hospital as an additional insured party (if permitted by the insurance carrier); (iv) be issued by an insurance company or trust acceptable to Hospital in accordance with Hospital risk services standards and licensed or otherwise qualified to issue professional liability and general liability insurance policies or coverage in the State of Nevada; and (v) provide for minimum coverage limits of not less than $1,000,000 per claim and $3,000,000 annual aggregate.

(b) For purposes of this Agreement, the term ***"Continuous Coverage"*** *means* the maintenance of required insurance from the Effective Date, continuing during the entire term of this Agreement and expiring not less than five (5) years following the expiration or earlier termination of this Agreement (the ***"Insurance Period").*** If for any reason any insurance policy maintained by Contractor pursuant to this Section is terminated, reduced below the minimum coverage requirements set forth in this Section, not renewed or cancelled (whether by action of the insurance company or Contractor) prior to the expiration of the Insurance Period, Contractor shall: (i) cause a replacement insurance policy meeting the requirements of this Section to be in effect as of the effective date of the termination, reduction, non-renewal or cancellation of the prior insurance policy; and (ii) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage) as necessary to meet the requirements of this Section. *"Tail"* coverage must provide for either an unlimited discovery/reporting period or a discovery/reporting period that would extend through the end of the Insurance Period, and "nose" coverage must provide for a retroactive discovery/reporting period at least as of the start of the Insurance Period.

(c) Contractor shall provide Hospital with certificates of insurance or other written evidence of the insurance policies required by this Section in a form satisfactory to Hospital at the time the signed Agreement is submitted to the Hospital.

(d) This Section 15 shall survive the expiration or termination of this Agreement.

16. <u>Indemnification.</u>

(a) To the extent expressly authorized by Nevada law, Hospital shall indemnify and hold harmless Contractor and Practitioners from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to (i) the breach of this Agreement by Hospital, or (ii) the negligent acts or omissions or willful misconduct of Hospital or any employee or agent of Hospital in the performance of Hospital's obligations under this Agreement.

(b) Contractor shall indemnify and hold harmless Hospitals, any affiliate of Hospitals, and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel), arising out of, resulting from, or relating to (i) the breach of this Agreement by Contractor or an Practitioner, (ii) the negligent acts or omissions or willful misconduct of Contractor or an Practitioner or any employee or agent of Contractor, (iii) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Hospitals or any affiliate of Hospitals to, or on behalf of, Contractor or an Practitioner or any other person employed by or contracted with Contractor, (iv) an Practitioner's failure to respond to the Department in

accordance with the Hospital Rules and Medical Staff Bylaws (as defined below) when providing the Services.

(c) This Section 16 shall survive the expiration or termination of this Agreement.

17. **Assignment.** Contractor may not assign any of its rights, interests, duties, or obligations under this Agreement without Hospitals' prior written consent, which consent may be given, conditioned or withheld in Hospitals' sole discretion. Any attempted or purported assignment by Contractor in violation of this Section shall be void.

18. **Compliance with Laws and Standards.** Contractor shall cause each Practitioner to comply with the following to the extent applicable to Practitioner, the provision of the Services, or the obligations of Contractor under this Agreement: (a) each Hospital's corporate integrity program and any corporate integrity agreements; (b) all federal, state and local laws, rules and regulations (collectively, ***"Laws"),*** including the Emergency Transfer and Active Labor Act and the rules and regulations thereunder (***"EMTALA"***) ;(c) the bylaws, rules, regulations, guidelines and policies and procedures of Hospital (the ***"Hospital Rules");*** and (d) the bylaws, rules and regulations of the Hospital's Medical Staff (the ***"Medical Staff Bylaws")***

19. **Confidential Information.** Each Party shall not and shall cause their respective employees and agents to not use any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement or disclose any Confidential Information to any person or entity, without the prior written consent of the other Party. Each Party shall protect and shall cause their respective employees and agents to protect, the Confidential Information from unauthorized use, access, or disclosure in the same manner as that Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. For purposes of this Agreement, ***"Confidential Information"*** means the terms of this Agreement, and any proprietary or confidential information of a Party, any Patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder ***("HIPAA"),*** and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in a Paliy's possession. Notwithstanding the foregoing, Contractor 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 documents and records are public documents available for copying and inspection by the public upon request. If Hospital receives a request for the disclosure of any information related to this Agreement that Contractor has claimed to be Confidential Information, Hospital will immediately notify Contractor and Contractor shall immediately notify Hospital if it intends to seek injunctive relief in a Nevada court for protective order. If Contractor requires Hospital to not release such requested records, then Contractor shall indemnify and defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Contractor's document(s) in Hospital's custody and control that Contractor claims to be Confidential Information and/or proprietary. For the avoidance of any doubt, Contractor hereby acknowledges that this Agreement will be posted for approval by the Hospital's governing body.

This Section 19 shall survive the expiration or termination of this Agreement.

20. **Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a ***"Dispute"),*** the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the ***"Dispute Notice"),*** meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the ***"Meet and Confer")***· If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the

Parties in writing), either Party may initiate litigation with respect to such Dispute in any state or federal court located within the County in which a Hospital is located. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceedings, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. Contractor also waives the right to demand a jury in any action in which a Hospital is a party with respect to this Agreement. The Parties also waive the right to seek specific performance or any other form of injunctive or other equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section 20 and Sections 19 (Confidential Information), 22 (HIPAA) and 24 (Medicare Books, Documents and Records) of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of any specific performance, or injunctive or other equitable relief or remedy. This Section 20 shall survive the expiration or termination of this Agreement.

21. **Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the Parties with respect to such subject matter. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and explicitly indicate that such writing modifies or amends this Agreement.

22. **HIPAA.** For purposes of this Agreement, Contractor and Practitioners shall be considered "work force members," defined as individuals given access to Hospital's protected health information ***("PHI").*** PHI shall have the meaning assigned by HIPAA at 45 CFR 164.501 and includes any information, whether oral or recorded in any form or medium, created or received by Contractor and/or Practitioners that: (a) relates to the past, present, or future physical or mental condition of any Affiliate patient; the provision of healthcare services to any Hospital patient; or the past, present, or future payment for the provision of healthcare to any Hospital patient; and (b) identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient. As members of the workforce, Contractor and Practitioners shall be required to participate in certain education and training related to security and protection of PHI.

23. **Non-Discrimination.** Contractor shall not differentiate or discriminate, and shall cause each Practitioner to not differentiate or discriminate, in the provision of medical services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, or any other protected status in violation of any applicable Law or Hospital Rules. Contractor and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

24. **Medicare Books, Documents and Records.** To the extent required by applicable Law, Contractor shall make available, upon written request from Hospital, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records.

25. **Force Majeure.** No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time

as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

26. **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given at the notice address for each Party listed on the signature page of this Agreement, either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery), (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service), or (c) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service).

27. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the internal laws, and not the law of conflicts, of the State of Nevada.

28. **No Third Party Beneficiary Rights.** This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties, unless otherwise set forth in this Agreement.

29. **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. When signed in pen ink or electronic signature, this Agreement may be delivered by facsimile or by scanned email attachment and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

EVH NETWORK, LLC, a Nevada limited liability company

Date: 9/18/2026

By: _____

Name: Timothy Pinkerton CSFA/MBA
Title: Owner
7128 Windsor Downs Avenue
Las Vegas, NV 89113
432-889-4382
tpinkcfa@evhnet.com

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Date: _____ **By:**_____

Mason Van Houweling
Chief Executive Officer
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Exhibit A
Surgical Assistant Services

- Endoscopic Vein Harvesting and open Vein harvesting as needed
- Endoscopic Radial Artery Harvesting and open Radial Artery Harvesting as needed
- Femoral Cutdowns, Isolation and cannula placement as needed per Cardiothoracic Surgeon
- Provide One (1) First Assist with all relative Cardiac procedures as directed and under Direct Supervision of Cardiovascular Surgeon.
- Monday-Friday 7am-5pm provide one (1) Cardiac FA to work Directly under the Direct Supervision of the Participating Cardiothoracic Surgeon with elective cardiac cases.
- Perform Duties during call hours (Per First Assistants Provided) per UMC Cardiothoracic Surgeon call schedule. One (1) Surgical Assistant provided during call hours as needed and per availability.
- Surgical Assistant Call Schedule will be coordinated with EVH Network Scheduling, UMC OR Desk, and Cardiac Surgeon Call Schedule
- Provide training, per EVH Network LLC protocol to UMC Cardiac FA trainee/employee on EVH/ERAH and 1st assist skills during procedure. One trainee per case.
- Provide guidance and mentor ship during case, and provide feedback when needed pre and post procedure.

Exhibit B
Surgical Assistants

Timothy A. Pinkerton, CSFA
Wesley P. Smith, CSFA
Denis Milko, CSFA
Devan Barnum, CSFA
TBD Future CSFA's/CSA's

All Assistants will have rotation and access to UMC Privileges

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

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:	EVH Network LLC		
(Include d.b.a., if applicable)			
Street Address:	7128 Windsor Downs AVE	**Website:**	www.evhnet.com
City, State and Zip Code:	Las Vegas, NV 89113	**POC Name:**	Timothy Pinkerton
		Email:	tpinkcfa@evhnet.com
Telephone No:	432-889-4382	**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)
Timothy Aka Pinkerton	Owner/Manager	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

Timothy Pinkerton
Print Name

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

Timothy Pinkerton

Print Name
Authorized Department Representative

REVISED 7/25/2014

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

Issue:	**LOGIQ E10 Ultrasound Agreement with GE Healthcare**	**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 LOGIQ E10 Ultrasound Agreement with GE Healthcare; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000714900
Description: LOGIQ E10 Ultrasound Agreement
Bid/RFP/CBE: NRS 450.525 & NRS 450.530
Term: One-Time Purchase
Amount: $647,467.00 / Total

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

BACKGROUND:

UMC will purchase four new GE LOGIQ E10 Ultrasound Machines. Our current ultrasound machines are outdated and approaching the end of their life cycle, raising patient safety concerns due to their inability to transmit ultrasound images accurately to PACS for radiologist interpretation. It is essential to replace these machines to ensure compliance with the Radiology Resident Program. The estimated total cost for the one-time purchase and warranty is $647,467.00.

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

UMC's Director of Radiologic Services has reviewed and recommends approval of this Agreement. The Agreement was approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
September 22, 2026

Agenda Item #
9

August 17, 2026
Quote Number: **2012847462.4**
Customer ID: **1-23NKHQ**
Quotation Expiration Date: **10/12/2026**

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC

Tax ID (92-0192942)

University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV89102-2329

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business ("GE HealthCare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation (including line/catalog details included herein) and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

GE HealthCare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE HealthCare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE HealthCare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	UMC MPA #01374748.0 - U/S
Modality Agreement Tier	
Terms of Delivery	FOB Destination
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	30 NET
Sales and Use Tax Exemption	Certificate on File
Total Quote Net Selling Price	$647,467.00

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash

___ GE HFS Loan **___ GE HFS Lease**

___ Other Financing Loan **___ Other Financing Lease** **Provide Finance Company Name _____**

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

University Medical Center of Southern Nevada

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, a GE HealthCare business

Signature: Parker Allen

Title: Lead Sales Specialist - Sales

Date: August 17, 2026

August 17, 2026
Quote Number: **2012847462.4**
Customer ID: **1-23NKHQ**
Quotation Expiration Date: **10/12/2026**

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Name: Parker Allen

Email: parker.allen@gehealthcare.com

Phone: +1 8017839270

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC
P.O. Box 74008831
Chicago, IL 60674-8831

FEIN: 92-0192942

University Medical Center of Southern Nevada

Addresses:

Bill To:	UNIVERSITY MEDICAL CENTER	UNIVERSITY MEDICAL CENTER1800 W CHARLESTON BLVD LAS VEGAS NV 89102-2329
Ship To:	UNIVERSITY MEDICAL CENTER	UNIVERSITY MEDICAL CENTER 1800 W CHARLESTON BLVD LAS VEGAS NV 89102-2329

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE HealthCare).
- If your purchasing process requires a purchase order, please make sure it includes:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in “Payment Instructions” above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:

(i) “Per the terms of Quotation # _____”;
(ii) “Per the terms of GPO # _____”;
(iii) “Per the terms of MPA# _____”; or
(iv) “Per the terms of SAA # _____.

Quote Summary

Extended Qty	Catalog	Short Description
4	H8025EH	LOGIQ E10 R5 Next Level Standard Console for USA
4	H44901AI	L2-9-D XDclear*Linear Array Probe
4	H44901AT	ML4-20-D Probe
4	H4920HF	L6-24-D Linear Array Probe
4	H8023VS	Vscan Air CL LOGIQ E10/E10s Bundle
4	H46212BN	Advanced configuration
4	H46612LK	Realtime 4D Option kit
4	H46672LK	Scan on Battery Option
4	H44982LM	Vscan Air LOGIQ Integration Kit
3	H8013LS	LOGIQ E9 to LOGIQ E10/E10s R4/R5 Forklift Upgrade Identifier
4	H4926BW	LExxx Onboard Printer Installation Kit with Sony 899
4	H4918BT	LOGIQ E10 Bin - Twin
4	H4915P	LOGIQ E9 Probe Holder Insert

Purchases

Line	Qty.	Catalog	
1	**4.00**	**H8025EH**	**LOGIQ E10 R5 Next Level Standard Console for USA**

List Price	Discount	Net Price
$447,000.00	**65.00%**	[redacted]

The LOGIQ E10 R5 Console without Power Assistant is GE HealthCare's flagship ultrasound system, engineered to deliver exceptional image quality, diagnostic confidence, and workflow efficiency across a wide range of clinical applications, including abdominal, vascular, OB/GYN, neonatal, pediatric, urology, transcranial, cardiac, and small parts imaging.

Powered by cSound™ imageformer technology and XDclear™ transducers, the system produces consistent, high-resolution images even in technically challenging exams. Advanced imaging tools such as Micro B-Flow, CrossXBeam™ spatial compounding, SRI-HD speckle reduction, coded harmonics, and strain elastography support confident clinical decision-making.

Workflow is streamlined through intelligent automation tools including Scan Assistant, Compare Assistant, LOGIQView extended field-of-view imaging, Power Assistant, and LOGIQ Apps. Together, these features reduce keystrokes, improve consistency, and enhance productivity.

Standard features include:

- ACE (Adaptive Contrast Enhancement)
- Advanced Color Flow
- Advanced Probes
- Advanced SRI
- B Steer+
- Background transfer on export
- B-FLOW
- Breast Productivity
- CATO (Continuous Auto Tissue Optimization)
- Compare Assistant
- Contrast LI-RADS Productivity Package
- DICOM
- ELASTO QA
- EZ Imaging
- FLOW QA
- Gel Warmer

- Image Tagging
- LOGIQ Apps
- LOGIQ eDelivery
- LOGIQVIEW
- Measure Assist (Breast)
- Measure Assist (OB)
- Micro B-Flow
- MVI (Microvascular Imaging)
- Probe check
- Radiant flow
- Scan Assistant
- SRI HD Type2
- Strain Elastography
- Thyroid Productivity
- ViewPoint on LOGIQ
- Wireless

The system features a highly ergonomic design with a 24-inch full-HD display on an articulating arm, motorized height adjustment, a 12.1-inch touchscreen, four active transducer ports, two parking ports and integrated cable management. Comprehensive security, DICOM support, and enterprise-grade data protection are included.
Includes two-year standard warranty (does not include preventative maintenance). Applicable probe coverage ends after year one.

Three (3) days of Applications Training included and (3) 1-hour Remote Applications sessions. Training must be completed within twelve (12) months after Product delivery, otherwise GE Healthcare's obligation to provide the training will expire without refund. Participating in advanced technology training at the GE Healthcare Education Center in Metro Milwaukee can be purchased separately.

*Trademark of GE HealthCare. **Third party trademarks are the property of their respective owners. *** DICOM is the registered trademark of the National Electrical Manufacturers Association for its standard publications relating to digital communications of medical information.

Line	Qty.	Catalog	
2	4.00	H44901AI	L2-9-D XDclear*Linear Array Probe

List Price	Discount	Net Price
$20,000.00	65.00%	[redacted]

Linear Array Probe with GE's highest performing XDclear* transducer technology, an innovative combination of advanced materials and acoustic design providing ultra-wide bandwidth and superb image quality. Applications include Vascular, Small Parts, Musculoskeletal, Neonatal Cephalic, Pediatric, Abdominal, Obstetrical. *Trademark of General Electric Company

Line	Qty.	Catalog	
3	4.00	H44901AT	ML4-20-D Probe

List Price	Discount	Net Price
$33,000.00	65.00%	[redacted]

Line	Qty.	Catalog	
4	4.00	H4920HF	L6-24-D Linear Array Probe

List Price	Discount	Net Price
$20,000.00	65.00%	[redacted]

Broad-spectrum linear probe. Preferred applications: breast, musculoskeletal, small parts, vascular

Line	Qty.	Catalog	
5	4.00	H8023VS	Vscan Air CL LOGIQ E10/E10s Bundle

List Price	Discount	Net Price
$15,425.00	65.00%	$21,595.00

Vscan Air™ is a battery-operated general-purpose diagnostic ultrasound imaging system for use by qualified and trained healthcare professionals or practitioners. It enables ultrasound imaging guidance, visualization and measurement of anatomical structures and fluid. Vscan Air consists of a dual-headed probe which integrates both curved and linear array transducers, and an app which can be installed on Android™ or iOS® mobile devices. Its pocket-sized portability and simplified user interface enable integration into training sessions and examinations in professional healthcare facilities (ex. hospital, clinic, medical office), home environment, road/air ambulance and in other environments described in the product user manual. The information can be used for basic/focused assessments and adjunctively with other medical data for clinical diagnosis purposes during routine, periodic follow-up, and triage assessments for adult, pediatric and neonatal patients. Vscan Air can also be useful for interventional guidance. Vscan Air customers have access to the Vscan™ web portal, including online access to product and product usage information for selected clinical scenarios.
The Vscan Air CL bundle includes the following: the Vscan Air CL probe, and Vscan Air Wireless Charger Pad, along with the VScan Air On Console Charger.
Customer's use of the app is subject to the governing terms and conditions of this quotation. GE Healthcare will provide, at no additional charge, updates and/or upgrades to the Vscan Air software when and if made available by GE Healthcare for download by customers, and only if they are provided at no additional charge to all GE Healthcare customers purchasing Vscan Air system. This excludes, for example (and without limitation), any enabling hardware and separately licensable features or option codes. If customer requires GE Healthcare personnel to install any such update and/or upgrade, standard service rates will apply.
Vscan Air Warranty: 3 years except for the battery and peripherals which are covered for 1 year. Training must be completed within twelve (12) months after Product delivery. Warranty covers defective parts and components and includes: (i) repair or replace on an exchange basis at GE Healthcare's discretion, (ii) if exchanging, a replacement unit shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling.
Vscan Air and Vscan are trademarks of General Electric Company. Android, Google Play and the Google Play logo are trademarks of Google LLC. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license. Apple Store is a trademark of Apple Inc.; registered in the U.S. and other countries.

Line	Qty.	Catalog	
6	**4.00**	**H46212BN**	**Advanced configuration**

List Price	Discount	Net Price
Incl.	**Incl.**	[redacted]

The Software bundle includes the following features:

- Scan Assistant
- Breast Productivity
- Thyroid Productivity
- Bsteer+
- Auto IMT
- Compare Assistant
- Flow QA
- Measure Assist Breast
- Measure Assist OB
- Strain Elasto
- Advanced Color Flow Imaging
- Contrast LI-RADS Productivity Package

Line	Qty.	Catalog	
7	**4.00**	**H46612LK**	**Realtime 4D Option kit**

List Price	Discount	Net Price
$15,000.00	**65.00%**	[redacted]

The LOGIQ E10 Real-time 3D/4D Automated Volume Imaging package combines all the volume ultrasound Imaging capabilities into one convenient bundle. Acquire and construct volumetric images in real time, allowing you to evaluate the data in any plane to see anatomy in different ways. This Volume Ultrasound package includes the following features: Real-time 4D with three rendering modes (i.e., HDLive, Surface, Surface Soft / Light, Transparent, Minimum, Maximum), color in Static 3D, Volume

Review, Volume SRI, VCI-Static, Tomographic Ultrasound Imaging (TUI) software. Tomographic Ultrasound Imaging (TUI) enables volume data to be viewed in multiple slices, much like CT and MR, by using multiple simultaneous slices of a volume data set acquired with a volume transducer. Also, includes Advanced STIC (Spatio-Temporal Image Correlation) helps allows the clinical assessment of the fetal heart by displaying a multi-planar view of a full heart cycle in B Mode and in Color. The user has the ability to navigate the heart, re-slice and produce all of the standard planes necessary for comprehensive diagnosis. OmniView and VCI Omniview help improve the contrast resolution and visualization of the rendered anatomy in any image plane, even with an irregularly shaped structure. The VOCAL feature provides both contour detection (manual, semi-automated or automated) and automated volume calculation. This Package includes an extra (1) day of On-site Applications Training. Additional On-site Applications Training days are available for purchase. Customer workflow permitting and abiding by SDMS criteria, sonographer install CE's may be provided during install training.

Line	Qty.	Catalog	
8	4.00	H46672LK	**Scan on Battery Option**

List Price	Discount	Net Price
$4,500.00	65.00%	[redacted]

Enables the LOGIQ E10/E10s system battery powered scanning.

Line	Qty.	Catalog	
9	4.00	H44982LM	**Vscan Air LOGIQ Integration Kit**

List Price	Discount	Net Price
$2,000.00	65.00%	[redacted]

Line	Qty.	Catalog	
10	3.00	H8013LS	**LOGIQ E9 to LOGIQ E10/E10s R4/R5 Forklift Upgrade Identifier**

List Price	Discount	Net Price
Incl.	Incl.	[redacted]

Forklift Identifier enables conversion from LOGIQ E9 R1-R6 to LOGIQ E10 or LOGIQ E10s R4 or R5 systems.
Included within the LOGIQ E10 R4 conversion: (H8025CA) LOGIQ E10 R4 Console for USA with eDelivery, Remote Applications 3-hour session, Advanced Color Flow Imaging, tablet to support LOGIQ Apps, B Steer+, Strain Elasto, LOGIQ Apps, Scan Assistant, Power Assistant, DESTINATION SET US, AIUM KIT, LOGIQ Exx SRI HD Type 2, Probe check, LOGIQ Wireless, Background Transfer on Export, Image Tagging, Contrast LI-RADS Productivity Package, ACE (Adaptive Contrast Enhancement), CATO (Continuous Auto Tissue Optimization).
Included within the LOGIQ E10s R4 conversion: (H8023EE) LOGIQ E10s R4 Next Level Console for USA with eDelivery, Remote Applications 3-hour session, Advanced Color Flow Imaging, tablet to support LOGIQ Apps, B Steer+, Strain Elasto, LOGIQ Apps, Scan Assistant, DESTINATION SET US, AIUM KIT, LOGIQ Exx SRI HD Type 2, Probe check, LOGIQ Wireless, Background Transfer on Export, Image Tagging, ACE (Adaptive Contrast Enhancement), CATO (Continuous Auto Tissue Optimization).
Included within the LOGIQ E10 R5 Console with Power Assistant conversion: (H8025ED) LOGIQ E10 R5 Console with Power Assistant, Remote Applications 3-hour session, Advanced Color Flow Imaging, tablet to support LOGIQ Apps, B Steer+, Strain Elasto, LOGIQ Apps, Scan Assistant, Power Assistant, DESTINATION SET US, AIUM KIT, LOGIQ Exx SRI HD Type 2, Probe check, LOGIQ Wireless, Background Transfer on Export, Image Tagging, Contrast LI-RADS Productivity Package, ACE (Adaptive Contrast Enhancement), CATO (Continuous Auto Tissue Optimization).
Included within the LOGIQ E10 R5 Console without Power Assistant conversion: (H8025EH) LOGIQ E10 R5 Console without Power Assistant, Remote Applications 3-hour session, Advanced Color Flow Imaging, tablet to support LOGIQ Apps, B Steer+, Strain Elasto, LOGIQ Apps, Scan Assistant, DESTINATION SET US, AIUM KIT, LOGIQ Exx SRI HD Type 2, Probe check, LOGIQ Wireless, Background Transfer on Export, Image Tagging, Contrast LI-RADS Productivity Package, ACE (Adaptive Contrast Enhancement), CATO (Continuous Auto Tissue Optimization).
Included within the LOGIQ E10s R5 conversion: (H8025EL) LOGIQ E10s R5 Console, Remote Applications 3-hour session, Advanced Color Flow Imaging, tablet to support LOGIQ Apps, B Steer+, Strain Elasto, LOGIQ Apps, Scan Assistant, DESTINATION SET US, AIUM KIT, LOGIQ Exx SRI HD Type 2, Probe check, LOGIQ Wireless, Background Transfer on Export, Image Tagging, ACE (Adaptive Contrast Enhancement), CATO (Continuous Auto Tissue Optimization). Additional software features, hardware features or accessories that were on the original customer LOGIQ E9 R1-R6 system are not included but can be purchased at contracted rate.
Additional software features, hardware features or accessories that were on the original customer LOGIQ E9 R1-R6 system are not included but can be purchased at contracted rate.

Customers can keep existing LOGIQ E9 probes that are compatible with the LOGIQ E10 or LOGIQ E10s, or they may purchase new or additional probes at contracted rate.

Line	Qty.	Catalog	
11	4.00	H4926BW	LExxx Onboard Printer Installation Kit with Sony 899

List Price	Discount	Net Price
$1,500.00	65.00%	[redacted]

LExxx Onboard Printer Installation Kit with Sony 899

Line	Qty.	Catalog	
12	4.00	H4918BT	LOGIQ E10 Bin - Twin

List Price	Discount	Net Price
$450.00	65.00%	[redacted]

LOGIQ E10 twin storage bin for additional onboard storage

Line	Qty.	Catalog	
13	4.00	H4915P	LOGIQ E9 Probe Holder Insert

List Price	Discount	Net Price
$30.00	65.00%	[redacted]

Insert for smaller diameter probes

Total Quote Subtotal: [redacted]

Qty	Credits and Adjustments	
3.00	Logiq Compassionate Purple Discount	[redacted]
1.00	GE - LOGIQ E9 Trade-in	
1.00	GE - LOGIQ E9 Trade-in	
1.00	GE - LOGIQ E9 Trade-in	

Total Quote Net Selling Price: ***$647,467.00***

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC

Tax ID (92-0192942)

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: https://securityupdate.gehealthcare.com/en/products

Optional Items
Please initial by net price in terms you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
H48681MG	**4.00**	**RAB6-D Ultralight Real Time 4D Convex Array Probe** Ultralight, Wideband Real Time 4D Convex Array Probe. Applications vary depending on the ultrasound system and may include Abdominal, OB/GYN, and Pediatric . Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	[redacted]	_____

Catalog Number	Qty.	Description	Net Price	Initial
H48651MS	**4.00**	**RIC5-9-D Real Time 4D Microconvex Probe** Wideband Real Time 4D Microconvex Array Intercavity Probe. Applications vary depending on the ultrasound system and may include OB/GYN, and Urology . Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.	[redacted]	_____

Catalog Number	Qty.	Description	Net Price	Initial
H46102BA	**4.00**	**Advanced Abdominal Tools Package For LOGIQ Exx** Advanced Abdominal Tool Package includes Shear Wave Imaging, UGFF, Contrast Imaging, and the tools that comprise the Auto Abdominal Suite 2.0 Package: Auto Renal Measure Assistant, Auto Abdominal Color Assistant, Auto Aorta Measure Assistant, Auto CBD Measure Assistant, and Auto Preset Assistant. This Package includes an extra (2) days of on-site Applications Training. Training must be completed within twelve (12) months after product delivery, otherwise GE HealthCare's obligation to provide the training will expire without refund.	[redacted]	_____

GE HealthCare

Addendum to Agreement

This Addendum ("Addendum") is made by University Medical Center Southern Nevada with an address at 1800 W Charleston Blvd., Las Vegas, NV 89102 ("Customer") and GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC with an address at 9900 Innovation Drive, Wauwatosa, WI 53226 ("GE HealthCare"), parties to Quotation # 2012847462.4 dated August 17, 2026 ("Quotation", attached as Exhibit A) for the products and/or services listed on the Quotation in accordance with the terms and conditions identified in the Quotation ("Agreement")

The Agreement is amended as follows:

1. Section C of the Trade-in Addendum to GE HealthCare Quotation is amended by modifying romanette (ii) to read as follows:

"To the extent expressly authorized by law, Customer will indemnify GE HealthCare for any loss resulting from PHI not removed."

2. The Business Associate Agreement executed by the parties effective December 22, 2016, will apply to this Agreement.

3. Except as set forth in this Addendum, the Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any other earlier amendment, the terms of this Addendum will prevail. Except as otherwise expressly provided in this Addendum, the parties agree that all provisions of the Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and the Agreement contain the entire agreement among the parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

4. Customer's form of payment:

Initial to indicate form of payment :
(If potential for a lease exists, GE HEF or otherwise, select lease)

_____ Cash * _____Lease _____ GE HEF Loan
If leasing please provide name of finance company below:

_____
*Selecting cash declines option for GE HEF financing
*Cash is the default option if this Addendum is signed and the form of payment is not indicated above.

Initial to indicate tax status:

_____ Exempt from Sales and Use Tax (Note: GEHC must have a Current Tax Exemption Certificate)

_____ Subject to Sales and Use Tax*

*Subject to Sales and Use Tax is the default option if this Addendum is signed and the tax status is not indicated above.

The parties have caused this Addendum to be executed by their authorized representative as of the last signature date below.

University Medical Center Southern Nevada

Signature: _____

Print Name: Mason Van Houweling

Title: CEO

Date: _____

GE HealthCare

Signature: H. D. Mosby

Print Name: Dave Mosby

Title: Enterprise Solutions

Date: 09/08/2026

Exhibit A

Quotation # 2012847462.4 dated August 17, 2026
Please see attached

Trade-in Addendum to GE HealthCare Quotation

This Trade-In Addendum ("Addendum"), effective on **August 17, 2026**, between the GE HealthCare business identified on the Quotation and **University Medical Center of Southern Nevada** ("Customer"), is made a part of Quotation # 2012847462.4 **^** dated **August 17, 2026** ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle ("mobile vehicles" are defined as any systems requiring a vehicle title) listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; (ii) conveys title and, if applicable, registration and license documents to GE HealthCare effective on the date of removal or receipt of the Trade-In Equipment (mobile vehicles will not be removed from Customer site until GE HealthCare has received a clean title signed over to GE HealthCare); and (iii) affirms that the Trade-In Equipment has never been used on or to provide care to animals. If GE HealthCare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time. Trade-In Equipment shall be removed no later than thirty days following installation of Customer's new system, unless explicitly otherwise agreed to by the parties in writing.

Mobile vehicles must include the VIN# on this trade-in addendum: VIN# [insert Vin #]. Mobile vehicles must have a valid DOT sticker and be road worthy at the time GE HealthCare is to take possession of them in order for GE HealthCare to accept a mobile vehicle on trade-in. Any and all logos or hospital affiliation stickers must be removed (outside and inside) by Customer and Customer shall clean the mobile vehicle of all debris and medical supplies prior to removal of the mobile vehicle by GE HealthCare.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE HealthCare, or third-party purchaser of the Equipment through GE HealthCare, the ability to complete Equipment inspection and testing, and the ability to complete an operating system back-up prior to de-installation within the timeframe required by GE HealthCare or said third-party purchaser, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE HealthCare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless expressly stated otherwise in the Quotation; (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned; and (vii) for Trade-In Equipment that utilizes helium, ensuring sufficient helium for appropriate ramp down of the Trade-In Equipment. Customer is responsible for appropriately identifying and designating Trade-In Equipment for deinstallation and/or pick up by GE HealthCare. GE HealthCare is not liable for any Trade-In Equipment or other equipment that is removed from Customer's facility due to Customer's failure to properly identify and designate Trade-In Equipment for removal.

C. Prior to removal or return to GE HealthCare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE HealthCare for any loss resulting from PHI not removed. GE HealthCare has no obligation in connection with PHI not properly removed.

D. GE HealthCare may in its sole discretion reduce the trade-in amount or decline to purchase the Trade-In Equipment and adjust the total purchase price of the Quotation accordingly if: (i) the terms of this Addendum are not met; (ii) Customer fails to provide access to the Trade-In Equipment as required herein; or (ii) the Trade-In Equipment is missing components or is inoperable and/or non-functioning when removed or returned, which includes situations where helium levels at ramp down are insufficient and cause the Trade-In Equipment to quench – Customer is required to confirm for GE HealthCare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment; or (iii) as a result of Customer's actions, deinstallation of the Trade-In Equipment does not occur within one year of the execution of this Trade-In Addendum or related Quotation. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

	Mfr	Model & Description	Quantity	System ID*	Amount ($)
1.	GENERAL ELECTRIC	GE - LOGIQ E9 Trade-in	1.00	LE9202037US6	[redacted]
2.	GENERAL ELECTRIC	GE - LOGIQ E9 Trade-in	1.00	LE9202040US6	[redacted]
3.	GENERAL ELECTRIC	GE - LOGIQ E9 Trade-in	1.00	LE9202023US6	[redacted]

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) or the Governing Agreement identified on the Quotation as governing the order (PO# _____)†.

University Medical Center of Southern Nevada	**GE HealthCare**
Signature: _____	**Signature:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

^ A Quotation number must be provided on this document.

* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

& The Trade-In Amount is based on expected trade-in within one (1) year of execution of this Trade-In Addendum. If the Trade-In does not occur within such year, GE HealthCare may adjust the Trade-In Amount or decline to purchase the Trade-In Equipment as set forth in Section (D) herein.

August 17, 2026
Quote Number: **2012847462.4**
Customer ID: **1-23NKHQ**
Quotation Expiration Date: **10/12/2026**

Governing Agreement Reference Information

Customer:	University Medical Center of Southern Nevada
Contract Number:	UMC MPA #01374748.0 - U/S
Billing Terms:	80% on Delivery / 20% on Acceptance
Payment Terms:	30 Net
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Governing Agreement currently in effect between GE HealthCare and UMC MPA #01374748.0 - U/S

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: https://securityupdate.gehealthcare.com/en/products

September 10th, 2026

Cole Price
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 Imaging Equipment - Ultrasound.

Dear Mr. 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 Imaging Equipment - Ultrasound. 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 Imaging Equipment - Ultrasound category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Imaging Equipment - Ultrasound were Angiodynamics, BK Holding Co Inc., Butterfly, Canon Medical Systems USA Inc., EchoNous NA Inc., Fujifilm Sonosite Inc., GE Precision Healthcare LLC, Hitachi Healthcare Americas Corp, Hologic, Konica Minolta Healthcare Amer, Mindray DS USA Inc., Philips Healthcare, and Siemens Medical Solutions USA. Contracts were executed in June 2025 with BK Medical Holding Co Inc., Canon Medical Systems USA Inc., EchoNous NA Inc., Fujifilm Sonosite Inc., GE Precision Healthcare LLC, Hitachi Healthcare Americas Corp, Konica Minolta Healthcare Amer, Mindray DS USA Inc., Philips Healthcare, and Siemens Medical Solutions USA.

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: 23

Corporate/Business Entity Name:	GE Precision Healthcare LLC	
(Include d.b.a., if applicable)		
Street Address:	3000 N. Grandview Blvd	**Website: www.gehealthcare.com**
City, State and Zip Code:	Waukesha, WI 53188-1615	**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:** Brent Hirschi **Email:** brent.hirschi@gehealthcare.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)
Stephen Kanovsky – Secretary	George Newcomb – Vice President	
Robert O'Keef – Vice President	Brian Montgomery - President	
Michael Diggins – Vice President, Construction Services		

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.

Brent D. Hirschi
Signature

Brent D. Hirschi
Print Name

Healthcare Service Account Manager
Title

4/30/2024
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Third Amendment to Master Services Agreement for Orthopedic Audit Services with HealthCare Inspired, 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 Third Amendment to Master Services Agreement with HealthCare Inspired, LLC for Coding Support Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000870000
Funded Pgm/Grant: N/A
Description: Professional Services – Specialty Coding Support
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 3 Years effective June 2, 2026
Amount: $4,000,000 additional; $5,365,200 aggregate
Out Clause: Convenience: 15-day notice. Cause: 10-day notice.

BACKGROUND:

In June 2024, UMC entered into an agreement with Healthcare Inspired, LLC for audit services for analysis of documentation, coding, and billing practices related to orthopedic services. The First Amendment to the Agreement, effective April 21, 2025, expanded the scope of services to include additional audits and chart reviews. The Second Amendment, effective September 17, 2025, provided UMC with remote specialty coding services for coding of professional and/or facility claims, including but not limited to CPT and/or Evaluation Management services, based on documentation provided by UMC.

This Third Amendment will expand the scope of services to include audit support for orthopedic services, IVR/cardio-surgical cases, facility chart reviews and additional multi-specialty audit support as requested by UMC. Additionally, this Third Amendment will extend the term for 3 years, adding an additional estimated expense of $4,000,000 to the Agreement.

UMC's Health Information Management Director has reviewed and recommends approval of this Amendment, which was approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
September 22, 2026

Agenda Item #
10

PO BOX 5116, Bella Vista, AR 72714 | Phone: 479-542-1230 | Email: Info@healthcareinspiredllc.com

THIRD ADDENDUM TO AUDIT SERVICES AGREEMENT

This Third Addendum is entered into on June 1, 2026, by and between **Healthcare Inspired, LLC** ("Company") and **University Medical Center of Southern Nevada** ("Hospital"), and shall amend the existing Orthopedic Audit Services Agreement between the parties, dated June 3, 2024 ("Agreement")

1 Term of Agreement

Section 1, Term of Agreement is hereby amended to extend the termination date for three (3) years from June 1, 2026, to June 1, 2029, at a total compensation value of $4,000,000.00.

2. Scope of Work

Exhibit A, Scope of Work, is hereby amended to include the following:

1. **Additional Support:**

   Both Parties agree to expand the scope of services to include additional audit support for:

   - Hospital Orthopedic services
   - IVR/Cardio-surgical cases
   - Facility chart reviews
   - Additional multi-specialty audit support as requested by Hospital

   Company shall provide ongoing audit support for selected Hospital accounts, including but not limited to orthopedic, interventional radiology, cardiovascular, surgical, evaluation and management, and facility cases.

   The additional audit services shall include:

   - Review of selected accounts within the Optum program
   - Validation of coding, billing, documentation, and reimbursement accuracy
   - Identification of coding errors, documentation gaps, billing concerns, facility billing concerns, and reimbursement discrepancies

- Communication of findings within the Optum workflow or other mutually agreed-upon process.
- Ongoing collaboration with Hospital staff to support education, correction, and process improvement

2. Working Audit Format

The parties acknowledge that audit services performed within the Optum program will be performed as a working audit.

Unlike the original audit scope, these additional Optum-based services shall not require a formal written report-out unless specifically requested by Hospital. Findings, recommendations, and account-level feedback may be documented directly within the Optum program or communicated through another mutually agreed-upon method.

3. Staffing and Time Commitment

Company shall provide one qualified designated auditor to review accounts on a part-time basis within the Optum program.

The designated auditor shall provide ongoing working audit support within the Optum program at a rate of **$3,400 per month**, unless otherwise modified by mutual written agreement of the parties.

4. Scope Flexibility

Hospital may request review of additional case types, specialties, or chart types as needed. Company and Hospital shall mutually agree on any substantial changes to volume, specialty focus, timeline, staffing needs, audit complexity, or services performed outside the Optum program prior to implementation.

5. Fees

Fees for additional audit services shall be billed as follows:

Professional Chart Review Fees

- Surgical chart review: **$60 per chart**

- Evaluation and Management chart review: **$100 per chart**

Facility Chart Review Fees

- Facility chart review: **$125 per chart**

Designated Auditor Support

- Designated part-time auditor support within the Optum program: **$3,400 per month**
- The designated auditor fee includes ongoing working audit support within the Optum program for the agreed-upon scope of services.
- Any chart reviews performed within the Optum program as part of the designated auditor working audit support shall be included in the monthly designated auditor rate, subject to the mutually agreed-upon scope of services.
- Any chart reviews requested or performed separately outside of the Optum program shall be billed at the applicable per-chart rate listed above.

3. No Change to Remaining Terms

Except as specifically modified by this Third Addendum, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. Effective Date

This Third Addendum shall become effective on **June 1, 2026**, and shall remain subject to the terms and conditions of the original Agreement, except as specifically modified by this Third Addendum.

Healthcare Inspired, LLC

By: _____
Name: _____Jennifer McNamara_____
Title: _____CEO_____
Date: _____9/14/26_____

University Medical Center of Southern Nevada

By: _____
Name: ___Mason Van Houweling_____
Title: _____CEO_____
Date: _____

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Healthcare Inspired LLC	
(Include d.b.a., if applicable)		
Street Address:	37 Tewkesbury Circle Dr	**Website:** www,healthcareinspiredllc.com
City, State and Zip Code:	Bella Vista AR 72714	**POC Name:** Jennifer McNamara **Email:** Jennifer@healthcareinspiredllc.com
Telephone No:	479-542-1230	**Fax No:** 479-448-2140
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)
Jennifer McNamara	CEO	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

Jennifer McNamara
Print Name

CEO
Title

8/12/25
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

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

Issue:	**Agreement for CDI Staffing Services with Intero Health Group HIM Services, 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 Agreement with Intero Group HIM Services, LLC for CDI Services; 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: 3000870000 (HIM)
Funded Pgm/Grant: N/A
Description: CDI Staffing Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 3 years from the effective date, plus 2 option years.
Amount: $3,237,600.00
Out Clause: 30 days w/o cause; 10 days w/cause; Budget Act and Fiscal Fund Out

BACKGROUND:

This Agreement is for Intero Group HIM Services, LLC to provide UMC with Clinical Documentation Improvement Specialists, including three (3) Clinical Documentation 2nd Level Reviewers and one (1) Clinical Documentation Manager, who will perform remote clinical documentation services and medical record reviews. The estimated cost for this Agreement is $3,237,600.00 for the three-year term. There are two, 1-year optional renewal periods.

Staff also requests authorization from the Hospital CEO to exercise any extension options and execute any future amendments, if deemed beneficial to UMC.

UMC's interim CDI Director, Pamela Furey, has reviewed and recommends approval of this Agreement, which has also been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
September 22, 2026

Agenda Item #
11

Master Service Agreement for Clinical Documentation Improvement Specialists

This Master Service Agreement for Clinical Documentation Improvement ("CDI') Specialists ("Agreement") is made as of the last date of signature between University Medical Center which has offices at 1800 W Charleston Blvd Las Vegas, NV 89102 (called "**Client**" in this Agreement) and **Intero Group HIM Services, LLC** which has offices at 718 NE 16th Ave. Fort Lauderdale, FL 33304 (called "**Intero Group**" in this Agreement). Client and Intero Group may be referred to as individually a "Party" and collectively, the "Parties."

WHEREAS, Client desires professional services to be performed by employees of Intero Group;

WHEREAS, Intero Group agrees to provide Client with employees to perform such professional services;

NOW, THEREFORE, Client and Intero Group in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

1. Term

A. This Agreement will be in effect for three (3) years ("Initial Term.") After the end of the Initial Term, both parties have the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice. The Initial Term and all Extension Terms shall collectively be referred to as the "Term." Termination With Cause: This Agreement will terminate automatically on the occurrence of any of the following events:

   a. Bankruptcy or insolvency of either Party
   b. Sale of the business of either Party
   c. Assignment of this Agreement by either Party without the consent of the other Party.

B. Termination for Default: 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.

C. Termination Without Cause Either Party may terminate this Agreement or any attached Rider (defined below), without cause, by providing at least thirty (30) days of advance written notice of the termination date to the other Party. Such termination will have no effect upon the rights

and obligations resulting from any transactions occurring prior to the effective date of the termination.

D. Effect of Termination:
   a. If termination for substantial failure or default is affected by Client, Client will pay Intero Group 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 Intero Group at the time of termination may be adjusted to the extent of any additional costs occasioned to Client by reason of Intero Group's default.
   b. Upon receipt or delivery by Intero Group of a termination notice, Intero Group shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to Client's representative copies of all deliverables. 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 Agreement 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 Intero Group to fulfill contractual obligations, it is determined that Intero Group has not failed, the termination shall be deemed to have been affected for convenience of Client.

E. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by Client for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client'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, provided that Client gives Intero Group at least one hundred and twenty (120) days' prior written notice termination. Client 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 Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Client did not give notification of termination due to loss of appropriated funds

2. Billing and Payment

A. Intero Group will render invoices weekly for Services (defined below in Section 3) performed under this Agreement. Client agrees to pay such invoices to Intero Group for Services thirty (30) days after receipt of invoice. Intero Group shall submit all invoices to: **ACCOUNTS PAYABLE: AccountsPayable@umcsn.com** with an 1.) Itemized description of the Services rendered and

amount due, 2.) Invoice Date, 3.) Invoice Period, 4.) Invoice Number, and the 5.) Payment Remittance Address. Client, at its discretion, may not approve or issue payment on invoices for the following reasons:

a. Expenses not defined in **Exhibit A**; Rider (defined in Section 3) will not be paid without prior written authorization by Client.
b. Client's representative shall notify Intero Group in writing within fourteen (14) calendar days of any disputed amount included on the invoice. Intero Group must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A. Upon mutual resolution of the disputed amount, Intero Group will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph A.
c. No penalty will be imposed on Client if Client fails to pay Intero Group within ninety (90) calendar days after receipt of a properly documented invoice, and Client will receive no discount for payment within that period.
d. Client shall subtract from any payment made to Intero Group all damages, costs and expenses caused by Intero Group's negligence, resulting from or arising out of errors or omissions in Intero Group's work products, which have not been previously paid to Intero Group.
e. Pursuant to NRS 244.250, Client shall not provide payment on any invoice Intero Group submits after six (6) months from the date Intero Group performs Services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Rider.

B. **Payment of Expenses.** Intero Group will be responsible for all expenses incurred in performing Services under this Agreement, however Intero Group will be reimbursed for pre-approved actual travel expenses according to Client's Travel Policy as set forth in **Exhibit B.**

3. Services and Compensation

Intero Group shall provide Client with qualified employees for the positions identified in the applicable Rider to perform coding, auditing, CDI, chart review, documentation review and other related professional services ("Services"). The specific positions and applicable qualifications are set forth in the Rider, attached and incorporated into this Agreement as **Exhibit A**. The Parties acknowledge that as of the effective date of this Agreement, Intero Group is authorized to provide four (4) employees to fulfill certain positions identified in the Rider, for the total compensation of **$3,237,200.00.** Any additional employees, positions or Services shall require a mutually executed written amendment to this Agreement or Rider prior to the commencement of such employment, additional positions or additional Services. Such amendment shall identify the applicable position(s), employees and establish any additional compensation, fees, or other applicable terms. Intero Group shall not provide, and Client shall have no obligation to accept or pay for any additional employees, position(s) and Services unless and until each amendment has been fully executed by both Parties.

4. Hourly Billing Rates

The fixed hourly billing rates listed in the Rider includes the costs of maintaining proper payroll and accounting records, workers' compensation insurance, federal and state unemployment

insurance, Social Security, and other applicable payroll taxes, and also the labor rate, profit, and all overhead and administrative costs to be incurred by Intero Group.

5. Rate Change

Intero Group will provide Client at least ninety (90) days advance written notice of any change in rates

6. Employees

Employees are not authorized to provide services until the following items are completed, regardless of length of work. Intero Group will supply Client with employees who meet the following criteria and upon request can provide evidence of the following to Client

A) Successful completion of 1.) Background Investigation, to include (SSN Trace, Criminal County Search 7-year, Criminal Federal Search 7-year, Multi State Criminal Search, Nationwide Sex Offender, OIG / GSA Combined Search
B) Employment Verifications (Two Employers)
C) Resume, Including skills checklist
D) License and Certifications (as applicable to each employee)
E) Competency Exam or Exams

7. Availability of Employees

Both parties agree that Intero Group's duty to supply employees on request of Client is subject to availability of qualified Intero Group employees. The failure of Intero Group to provide employees or the failure of Client to request employees shall result in no penalty to Client or any Party claiming by or through it and shall not constitute a breach of this Agreement.

8. Conformity With Client's Rules

Intero Group will recognize all applicable rules, regulations, or policies established by Client on whose premises or in remote setting employee performs services. Intero Group shall inform employees that they are to abide by such regulations and policies, as provided by Client. Notwithstanding the foregoing, Intero Group acknowledges that if employees come on site to Client's facilities, employees shall abide by the relevant compliance policies of Client, including its Corporate Compliance Program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Intero Group upon request, and and Client's Vaccine Policy, as may be amended from time to time, and must register through Client's vendor management/ credentialing system prior to arriving on-site at any of Client's facilities. Intero Group further acknowledges that employees who do not abide by Client's policies may be barred from physical access to Client's premises, and such breach shall be considered a material breach of this Agreement.

9. Materials and Supplies

In the case that Intero Group employee or employees are requested to work on site Client shall furnish all materials, supplies, facilities, space and equipment that may be required for employees to perform their assigned duties.

10. Employee Retention

If any employee assigned to Client's work does not perform his or her assigned duties as requested or if Client considers employee's conduct detrimental to Client's overall program, Intero Group shall withdraw such employee upon Client's notification. Client shall be responsible for paying Intero Group for the period of time employee was assigned to Client's work.

11. Solicitation of Employees

Neither Client nor Intero Group shall solicit, approach, or hire any of the other's employees for the purpose of employment by the other so long as this Agreement is in effect and shall not have been terminated and for a period of ninety (90) days thereafter, except with written consent of the other Party. In the event that client hires or employs any Intero Group employee during or within (90) days after the expiration of this Agreement, Client will pay Intero Group a placement fee of thirty-three percent (33%) of the employees first year annualized compensation.

12. Equal Employment Opportunity

It is the Intero Group's policy to provide employment, training, compensation, promotion, and other conditions of employment without regard to race, color, religion, national origin, sex, marital or veteran status, age, disability, or other protected category by law.

13. Employee Selection; Direction and Control

Employees shall be selected by Intero Group in accordance with Intero Group's understanding of Client's technical requirements. Because these requirements are subject to interpretation, final acceptance of employees remains Client's responsibility. After assignment, employees shall perform under Client's technical direction and control.

14. Proprietary Information

A. Intero Group / Client Information: The parties recognize and acknowledge that, by virtue of entering into this agreement and providing services hereunder, the parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to other, use, copy, or permit to be copied, except pursuant to his/her duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's patients, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Terms of this Agreement: Except for disclosure to his/her legal counsel, accountant or financial or other consultants neither Party shall disclose the terms of this Agreement to any person who is not a Party to this Agreement, unless disclosure is required by law or otherwise authorized by this Agreement. Unauthorized discloser of terms of this Agreement shall be a material breach and shall provide the Party with the option of pursuing remedies for the breach or immediate termination of this Agreement.

C. Patient/Customer Information: Neither Party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-Party, expect where permitted or required by law. Further each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology of Economic and Clinical Health Act (HITECH)

D. Intero Group acknowledges that Client is a public, county-owned Client 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 contracts are public documents available for copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement that Intero Group has claimed to be confidential and proprietary, such as Intero Group's pricing, programs, services, business practices or procedures, Client will immediately notify Intero Group of such demand and Intero Group shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. Intero Group shall indemnify and defend and hold harmless Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Intero Group document(s) in Client's custody and control that Intero Group's claims to be confidential and proprietary.

E. The obligations set forth in this Section shall survive the termination of this Agreement

15. HIPAA /HITECH Obligations

A. Each Party shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the Party, regarding the confidentiality of patient information, to include, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). In addition, if necessary, the parties agree to resist in judicial proceedings any effort to obtain access to such records of information except such access as is expressly permitted by federal/state regulations

B. Intero Group acknowledge that it is acting as Client's business associate when performing services hereunder and therefore, as required under HIPAA, Intero Group agrees to adhere to terms of the business associate requirements with respect to protected health information under the terms and conditions set forth in the Business Associate Agreement by and between Intero Group and Client, which is incorporated by reference in this Agreement as **Exhibit C.**

16. Accounting Records

Intero Group shall maintain complete and accurate accounting records in accordance with standard accounting practice to substantiate all charges hereunder. Such records may include payroll records, job cards, attendance records, and summaries, and Intero Group shall retain such records for a period of three (3) years from date of final invoice.

17. Time Records

Intero Group will provide each employee with weekly time tickets or timecards. Such timecards shall be maintained by employee on a daily basis, and at the end of each week, the hours of work for each employee assigned to Client's work shall be invoiced to Client. These time records will be used by Intero Group to pay its employees and shall be conclusive as to the allowable, billable time to Client for each such employee. The workweek for each employee shall begin at 12:01 a.m. Sunday morning. If there are any discrepancies with the timecards or invoices the client must make Intero Group aware within fourteen (14) days of receipt of invoice. Timecards dating back three (3) years can be requested by the client at any time.

18. Independent Contractor

Intero Group is an independent contractor. The employees assigned to perform work for Client on Client's premises or in remote setting are employees of Intero Group and are hereinafter called employee or employees. Such employees shall be paid for their services only by Intero Group. All matters concerning wages, expenses, hours worked and paid, working conditions and other similar administrative matters shall be resolved between employee and Intero Group and not between employee and Client.

19. Workers' Compensation Insurance, General Liability Insurance, and Cyber Security Insurance

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

20. Amendments

This Agreement may be amended from time to time by mutual agreement of the parties, executed and approved in the same manner as this Agreement.

21. Assignment

Neither this Agreement nor any right or obligation arising hereunder may be assigned by either Party, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. Any attempted assignment in violation of the terms hereof will be null and void and of no force or effect.

22. Applicable State Law

This Agreement shall be construed and interpreted solely in accordance with the laws of the state of Nevada, without regard for conflict of law's provisions.

23. Limitation on Liability

Neither Intro Group nor Client will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or

experience in connection with this Agreement or the services provided, however caused, even if such Party has been advised of the possibility of such damages.

24. Indemnification

Intero Group agrees to indemnify and hold harmless Client and its directors, officers, and agents from any claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of Intero Group, its directors, officers, employees, or agents under this Agreement only. To the extent permitted by Nevada law, Client agrees to indemnify and hold harmless Intero Group, its directors, officers, shareholders, employees, and agents, from any claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent performance of Client, its directors, officers, employees, contractors or agents under this Agreement. However, Client explicitly retains all defenses to such indemnification that may exist under Nevada law. Additionally, any indemnification by Client under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable.

25. Arbitration.

Any claim or dispute between the Parties hereto pertaining to or arising out of this Agreement or the Services shall be arbitrated exclusively before a single neutral arbitrator under the Commercial Arbitration Rules of the American Arbitration Association through the jurisdiction of Judicial Arbitration & Mediation Services (JAMS) in Clark County, Nevada. Any arbitration award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award, which award may be entered as a judgment in any court of competent jurisdiction. This provision for arbitration shall be specifically enforceable by the Parties and, except as otherwise provided by applicable law, the decision of the arbitrator in accordance herewith shall be final and binding. The arbitrator shall have the power to issue and grant permanent injunctive relief and other equitable orders and remedies. Any such arbitration shall be conducted in confidence and in accordance with the confidentiality provisions of this Agreement. Each Party shall pay its own expenses of arbitration, and the expenses of the arbitrator shall be equally shared.

26. Attorney Fees

Each Party shall bear its own respective costs, expenses and Attorney's fees with respect to any action brought under this Agreement.

27. Non-Excluded Healthcare Provider.

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

Intro Group or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement

28. Entire Agreement.

This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the rendering of Services by Contractor for Client and contains all the representations, covenants, and agreements between the Parties with respect to the rendering of those services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other Agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the Party to be charged

29. Notices

Whenever any notice is required or authorized to be given hereunder, such notice shall be given in writing and sent by registered mail. Any such notice, if sent by Client to Intero Group, should be addressed as follows:

University Medical Center	Intero Group
1800 W Charleston Blvd	718 NE 16th Ave.
Las Vegas, NV 89102	Fort Lauderdale, FL 33304
ATTN: LEGAL DEPARTMENT	Attn: Paul Passaro

30. Authority to Execute

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNATURE PAGE FOLLOWS

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

University Medical Center	**Intero Group**
Mason Van Houweling	Paul Passaro DocuSigned by: Paul Passaro 9E466DD3E18B466...
Signature	Signature
CEO	Co- Founder
Title	Title
Date	9/17/2026 Date

EXHIBIT A

Clinical Documentation Improvement Specialist Rider to Master Services Agreement for Clinical Documentation Improvement Specialists

This Clinical Documentation Improvement Specialists Services Rider to the Master Services Agreement for Clinical Documentation Improvement ("CDI") Specialists (hereinafter "Rider") is made as of the last date of signature between University Medical Center which has offices at 1800 W. Charleston Blvd Las Vegas, NV 89102 (called "**Client**" in this Rider) and **Intero Group HIM Services, LLC** which has offices at 718 NE 16th Ave. Fort Lauderdale, FL 33304 (called "**Intero Group**" in this Rider).

WHEREAS, Client desires professional services to be performed by employees of Intero Group;

WHEREAS, Intero Group agrees to provide Client with employees to perform such professional services;

NOW, THEREFORE, Client and Intero Group in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

CDIS – Clinical Documentation Improvement Specialists

Personnel Positions:

1. **Clinical Documentation Manager:** The CDI Manager is responsible for enterprise-wide clinical documentation improvement program leadership, strategic planning, and team management. The manager oversees CDI staff, develops program strategy, manages relationships with clinical departments and payers, and ensures program effectiveness and compliance. This position reports to executive leadership and carries strategic responsibility for CDI program financial impact and organizational outcomes.

2. **Clinical Documentation Second Level Reviewer:** The CDI Second Level Reviewer is an advanced quality assurance specialist responsible for comprehensive medical record auditing, APR-DRG assignment validation, and documentation quality assessment. The specialist conducts detailed audits of clinical coding and CDI documentation review, identifies patterns in coding accuracy and documentation compliance, and provides expert analysis on complex cases. This position serves as quality control for CDI program effectiveness and accuracy.

3. **Clinical Documentation Educator/Denials:** The CDI Denials and Appeals Specialist is responsible for managing the complete denial and appeals lifecycle, analyzing denied claims for documentation-related root causes, and facilitating appeals resolution with payer

medical directors. The specialist serves as clinical advocate for appropriate reimbursement, manages physician peer-to-peer reviews across all payers, and coordinates appeals strategy development. This position bridges clinical documentation integrity with revenue recovery and loss prevention.

4. **Clinical Documentation Educator/Auditor:** The CDI Educator is responsible for developing and delivering clinical documentation improvement education programs for physicians, nurses, coding staff, and clinical personnel. The educator creates training materials, conducts educational sessions, and provides consultation on documentation best practices. This position supports CDI program effectiveness through systematic education, training program development, and clinical staff engagement.

5. **Clinical Documentation Specialist:** The CDI Specialist is responsible for analyzing medical records and conducting clinical documentation review to ensure complete, accurate, and compliant documentation of patient care. The specialist identifies documentation gaps, queries physicians for clarification or additional information, and recommends improvements to documentation practices. This position works collaboratively with clinical staff, coders, and CDI management to optimize documentation quality and ensure appropriate clinical severity capture.

Personnel Requirements: Intero Group represents and warrants that Intero Group and Intero Group personnel are licensed, certified, accredited, trained, and experienced, and are in compliance with all federal and state laws and regulatory rules and regulations. Each Intero Group personnel providing professional services under this agreement shall: (1) be certified by the American Health Information Management Association as a (1) Certified Documentation Integrity Practitioner (CDIP); (2) Certified Coding Specialist (CCS); (3) Certified Clinical Documentation Specialist (CCDS); (4) Association for Clinical Documentation Improvement Specialist; (5) Registered Nurse (RN); (6) Doctor of Medicine MD. Intero Group and Intero Group personnel shall comply with the Client's procedures and guidelines, a copy of which will be made available to Intero Group by Client.

Intero Group CDIS Fees:

1. INTERO GROUP CDIS fees are calculated on an hourly basis.
2. If either Party determines that occasional on-site support is necessary in connection with the Services, the Parties shall first mutually agree in writing to the nature, scope and purpose of such on-site support. The Parties shall also mutually agree, in writing, on the date, time, duration and location of the requested on-site support before any on-site services are performed.

-

Personnel Type	Rate Per Hour

Clinical Documentation Director	$198.00
Clinical Documentation Manager	$145.00
Clinical Documentation 2nd Level Reviewer	$115.00
Clinical Documentation Educator / Denials	$115.00
Clinical Documentation Educator / Auditor	$115.00
Clinical Documentation Specialist	$105.00

Holidays. Time and one-half will be charged for the following holidays:

Thanksgiving Day
New Year's Day
Memorial Day
Independence Day
Presidents Day
Labor Day
Martin Luther King Day
Christmas Day

University Medical Center	**Intero Group**
Mason Van Houweling	Paul Passaro DocuSigned by: Paul Passaro 9E466DD3E18B466...
Signature	Signature
CEO	Title Co- Founder
Date	Date 9/17/2026

EXHIBIT B

TRAVEL POLICY

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

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

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

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

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 Client 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). Client 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 Client.
- 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. Client 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.

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

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

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

EXHIBIT C

Business Associate Agreement

This Agreement is made effective the last date of signature, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Intero Group HIM Services, LLC** with its principal place of business at 718 NE 16th Ave, Fort Lauderdale, FL 33304, hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

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

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

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

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

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____ DocuSigned by: Paul Passaro 9E466DD3E18B466...

Mason Van Houweling

Title: CEO

Date:_____

Name: Paul Passaro

Title: Co- Founder

Date: 9/17/2026

EXHIBIT D

INSURANCE REQUIREMENTS

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

A. **Format/Time**: INTERO GROUP shall provide CLIENT with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by CLIENT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: CLIENT requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **CLIENT Coverage**: CLIENT, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. INTERO GROUP's insurance shall be primary as respects CLIENT, its officers and employees.

D. **Endorsement/Cancellation**: INTERO GROUP's general liability and automobile liability insurance policy shall be endorsed to recognize specifically INTERO GROUP's contractual obligation of additional insured to CLIENT and must note that CLIENT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives CLIENT automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

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

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

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

I. **Professional Liability**: INTERO GROUP shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of CLIENT.

J. **Workers' Compensation**: INTERO GROUP 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 INTERO GROUP that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that INTERO GROUP 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 INTERO GROUP fails to maintain any of the insurance coverage required herein, CLIENT may withhold payment, order INTERO GROUP to stop the work, declare INTERO GROUP in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. CLIENT may collect any replacement insurance costs or premium payments made from INTERO GROUP or deduct the amount paid from any sums due INTERO GROUP under this Agreement.

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

M. **Damages**: INTERO GROUP is required to remedy all injuries to persons and damage or loss to any property of CLIENT, caused in whole or in part by INTERO GROUP, its subcontractors or anyone employed, directed or supervised by INTERO GROUP.

N. **Cost**: INTERO GROUP 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 INTERO GROUP's Insurance Company

representative:

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

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

3. Insurance Company's Best Key Rating

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

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

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

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

8. Description:

9. Certificate Holder:

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

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by INTERO GROUP hereunder shall be on a per policy basis; (2) INTERO GROUP shall provide evidence of all such coverages upon request; (3) INTERO GROUP agrees to provide CLIENT with a written notice of cancellation in accordance with INTERO GROUP'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of INTERO GROUP"; and (5) INTERO GROUP 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.

INTERO GROUP'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)

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

CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

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:	Intero Group HIM Services, LLC.		
(Include d.b.a., if applicable)			
Street Address:	718 NE 16th Ave	**Website:**	Intero360.com
City, State and Zip Code:	Fort Lauderdale, FL 33304	**POC Name:**	Paul Passaro
		Email:	pupe@intero360.com
Telephone No:	(551)804-9065	**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)

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: [signature] Print Name: Philip DeBiasi

Title: Co-Owner Date: 9/15/2026

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
Philip DeBiasi	N/A	N/A	N/A
Paul Passaro	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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street	**Website:** www.philips.com
City, State and Zip Code:	Cambridge, MA 02141	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website: N/A**
City, State and Zip Code:	N/A	**Local Fax No: N/A**
Local Telephone No:	720-354-6928	**Local POC Name: Byan Ditterandt** **Email: Bryan.Dittebrandt@philips.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)
Philips Holding USA Inc.	Sole Member of LLC	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.

Jamie La Boda
Electronically signed by: Jamie La Boda
Reason: I have reviewed and approve this document.
Date: Jun 17, 2026 16:11:10 PDT

Signature

Jamie La Boda
Print Name

Senior Manager Commercial Contracts
Title

17-Jun-2026
Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
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
1800 W. Charleston Blvd
Las Vegas, NV 89102

ATTESTATION OF PHYSICIAN OWNERSHIP

signer

I, Jamie La Boda, hereby attest as an authorized officer of

PHILIPS ("Supplier") that:

I have read the University Medical Center of Southern Nevada ("UMC") Policy entitled "Physician-Owned Distributorship (POD) Policy" I understand that it is my responsibility to read and understand the Policy or seek guidance should I require clarification about the standards and requirements set forth in the Policy.

Please choose one option:

◯ I hereby certify that Supplier ***does*** meet the definition of a Physician- Owned Entity as described in the Policy.

The applicable Physician(s) is/are noted below:

_____

Printed Name

Address

☐ ◯ I hereby certify that Supplier ***does not*** meet the definition of a Physician-Owned Entity as described in the Policy.

If at any time Supplier becomes a Physician-Owned Entity, I agree to report that change within five (5) working days to the University Medical Center Corporate Compliance Department or Contracts Management Department

I understand and acknowledge that failure to complete this Attestation truthfully and accurately or to update this Attestation, as required, constitutes a breach of Suppliers agreement with UMC, and may also subject its physician owners to disciplinary review and action.

I have read this Attestation of Physician Ownership and do hereby demonstrate my understanding and agreement to abide by its terms by affixing my signature on the date indicated below.

Company Name: PHILIPS

Signature: Electronically signed by: Jamie La Boda
Reason: I have reviewed and approve this document.
Date: Jun 17, 2026 16:11:10 PDT

Date: 17-Jun-2026

Name: Jamie La Boda

Title: Senior Manager Commercial Contracts

NV Disclosure of Ownership 06-10-26 - legal edits

Final Audit Report 2026-06-17

Created:	2026-06-17
By:	Jamie La Boda (jamie.laboda@philips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAVrZ5EOLS5Onfsq41TVnpfxFbTNAYag4

"NV Disclosure of Ownership 06-10-26 - legal edits" History

Document created by Jamie La Boda (jamie.laboda@philips.com)
2026-06-17 - 11:02:25 PM GMT- IP address: 155.190.3.6

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user opened the agreement.
2026-06-17 - 11:09:59 PM GMT

Agreement viewed by Jamie La Boda (jamie.laboda@philips.com)
2026-06-17 - 11:10:00 PM GMT- IP address: 146.112.46.174

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user completed the signing ceremony.
2026-06-17 - 11:11:05 PM GMT

Document e-signed by Jamie La Boda (jamie.laboda@philips.com)
Signing Reasons
I have reviewed and approve this document. (Signature 2)
I have reviewed and approve this document. (Signature 1)
Signature Date: 2026-06-17 - 11:11:10 PM GMT - Time Source: server- IP address: 146.112.254.193 - Signature Appearance Selected: DRAW

Agreement completed.
2026-06-17 - 11:11:10 PM GMT

PHILIPS | Powered by Adobe Acrobat Sign

Philips Healthcare
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PHILIPS

Philips Healthcare Service Agreement Addendum Form

Billing Location Name: University Medical Center
Billing Address: 1800 W Charleston Blvd
City/State: Las Vegas, NV
Zip: 9102-2386

Customer Contact Name:
Customer Contact Email:

Philips Sales Representative: Ben Agee

Quote Date: 8/13/2026
Quote #: Q26102372
Current Service Agreement #: 43273498

_____ Initial here to utilize the existing purchase order notated below (If multiple purchase orders are in use, please enter the correct number to use). If a new purchase order number is to be used please provide a hard copy with this signed add form.

Current Purchase Order #: _____

Terms and Conditions of the referenced current service agreement apply to this add form.
Pricing is valid for 90 days from 8/13/2026.

Philips Site ID	System Information Serial Number	Location	Coverage Start Date	Coverage End Date	Coverage	Add-On Entitlements	Annual Value	Contract Value Currency:USD
82467652	Azurion 7 M12 000000000000000700	University Medical Center	09-09-2026	09-08-2031	Protection		108,729.00	543,645.00
82467652	Azurion 7 M12 000000000000000700	University Medical Center	09-09-2026	09-08-2031	Technology Maximizer Pro Cardiac		26,533.00	132,665.00
89758609	Schneider Galaxy VS full load 80kva UPS C11947190012	University Medical Center	12-01-2028	11-30-2033	Protection	26-150 kVA UPS only;	6,808.00	34,040.00
						Total Amount	142,070.00	710,350.00

END OF LIFE. Azurion 7 M12, (site id: 82467652) will reach End of Life on 12/31/2030 After the End of Life date, Philips will make commercially reasonable efforts to procure replacement parts. Uptime guarantees will no longer be applicable after the End of Life date.

Accepted by:	Philips Healthcare	Accepted by:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

*Please note: All above fields are required

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street	**Website:** www.philips.com
City, State and Zip Code:	Cambridge, MA 02141	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website: N/A**
City, State and Zip Code:	N/A	**Local Fax No: N/A**
Local Telephone No:	720-354-6928	**Local POC Name: Byan Ditterandt** **Email: Bryan.Dittebrandt@philips.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)
Philips Holding USA Inc.	Sole Member of LLC	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.

Jamie La Boda
Electronically signed by: Jamie La Boda
Reason: I have reviewed and approve this document.
Date: Jun 17, 2026 16:11:10 PDT

Signature | Jamie La Boda — Print Name

Senior Manager Commercial Contracts — Title | 17-Jun-2026 — Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
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
1800 W. Charleston Blvd
Las Vegas, NV 89102

ATTESTATION OF PHYSICIAN OWNERSHIP

signer

I, Jamie La Boda, hereby attest as an authorized officer of

PHILIPS ("Supplier") that:

I have read the University Medical Center of Southern Nevada ("UMC") Policy entitled "Physician-Owned Distributorship (POD) Policy" I understand that it is my responsibility to read and understand the Policy or seek guidance should I require clarification about the standards and requirements set forth in the Policy.

Please choose one option:

◯ I hereby certify that Supplier ***does*** meet the definition of a Physician- Owned Entity as described in the Policy.

The applicable Physician(s) is/are noted below:

_____

Printed Name

Address

☐ ◯ I hereby certify that Supplier ***does not*** meet the definition of a Physician-Owned Entity as described in the Policy.

If at any time Supplier becomes a Physician-Owned Entity, I agree to report that change within five (5) working days to the University Medical Center Corporate Compliance Department or Contracts Management Department

I understand and acknowledge that failure to complete this Attestation truthfully and accurately or to update this Attestation, as required, constitutes a breach of Suppliers agreement with UMC, and may also subject its physician owners to disciplinary review and action.

I have read this Attestation of Physician Ownership and do hereby demonstrate my understanding and agreement to abide by its terms by affixing my signature on the date indicated below.

Company Name: PHILIPS

Signature: Electronically signed by: Jamie La Boda
Reason: I have reviewed and approve this document.
Date: Jun 17, 2026 16:11:10 PDT

Date: 17-Jun-2026

Name: Jamie La Boda

Title: Senior Manager Commercial Contracts

NV Disclosure of Ownership 06-10-26 - legal edits

Final Audit Report 2026-06-17

Created:	2026-06-17
By:	Jamie La Boda (jamie.laboda@philips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAVrZ5EOLS5Onfsq41TVnpfxFbTNAYag4

"NV Disclosure of Ownership 06-10-26 - legal edits" History

Document created by Jamie La Boda (jamie.laboda@philips.com)
2026-06-17 - 11:02:25 PM GMT- IP address: 155.190.3.6

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user opened the agreement.
2026-06-17 - 11:09:59 PM GMT

Agreement viewed by Jamie La Boda (jamie.laboda@philips.com)
2026-06-17 - 11:10:00 PM GMT- IP address: 146.112.46.174

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user completed the signing ceremony.
2026-06-17 - 11:11:05 PM GMT

Document e-signed by Jamie La Boda (jamie.laboda@philips.com)
Signing Reasons
I have reviewed and approve this document. (Signature 2)
I have reviewed and approve this document. (Signature 1)
Signature Date: 2026-06-17 - 11:11:10 PM GMT - Time Source: server- IP address: 146.112.254.193 - Signature Appearance Selected: DRAW

Agreement completed.
2026-06-17 - 11:11:10 PM GMT

PHILIPS | Powered by Adobe Acrobat Sign

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

Issue:	**Amendment 1 to Agreement for 340B Recovery Services with Par8o, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment 1 to Agreement for 340B Recovery Services with Par8o, LLC; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000717200
Funded Pgm/Grant: N/A
Description: NuReferrals 340B Subscription Services
Bid/RFP/CBE: NRS 332.115.1(h) – Software
Term: Amendment 1 – extend for three (3) years through 1/25/2029
Amount: Amendment 1 – additional NTE $185,000 per year; cumulative total since inception of Agreement is NTE $1,155,000
Out Clause: 90 days w/o cause

BACKGROUND:

On January 26, 2023, UMC and Par8o (fka Cloudmed Solutions, LLC) entered into an agreement for 340B Recovery Services (the "Agreement") to subscribe to the NuReferrals referral management platform, which is designed to find opportunities for 340B cost savings that have not been realized by UMC under the 340B Federal Drug Pricing Program (the "Platform"). The Platform's core functions are: (1) tracks outside referrals by matching prescriptions issued by outside doctors/prescribers with the prescriptions dispensed to UMC's 340B eligible patients; (2) proves compliance by handling complex documentation needed to verify those outside prescriptions qualify for 340B savings under strict government rules; and (3) automates the process to cut down on manual paperwork by connecting electronic health records with pharmacies.

Par8o is currently paid a 25% contingency fee based on the collected net revenue, as defined in the Agreement, for those accounts referred by UMC. Term was three (3) years from the Effective Date.

Cleared for Agenda
September 22, 2026

Agenda Item #
13

This Amendment One requests to (i) extend the Term for three (3) years from January 26, 2026 through January 25, 2029; (ii) decrease the contingency fee from 25% to 22%; (iii) request additional funds in the NTE amount of $185,000 per year during the extension period; (iv) update the business name and Notices section of the Agreement; and (v) add a new clause on Use of Artificial Intelligence.

Staff also requests authorization for the Hospital CEO to exercise any extension options and execute any future amendments within the not-to-exceed yearly amount of this Agreement, if deemed beneficial to UMC.

UMC's Assistant Pharmacy Director has reviewed and recommends approval of this Amendment, which has been approved as to form by UMC's Office of General Counsel.

Docusign Envelope ID: A50EF6F8-F8E2-8D50-8116-D4ABF2058DBB

AMENDMENT 1 TO AGREEMENT FOR 340B RECOVERY SERVICES

This Amendment 1 to the Agreement for 340B Recovery Services (this "Amendment") is entered into effective as of the last date signed by both parties (the "Amendment Effective Date"), 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 "HOSPITAL"), and Par8o, LLC, a wholly owned subsidiary of NuvemRx, and a Delaware limited liability company, formerly known as Cloudmed Solutions, LLC (hereinafter "COMPANY"). HOSPITAL and COMPANY are each sometimes referred to herein as a "party", and collectively as the "parties." Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Agreement for 340B Recovery Services (the "Agreement").

WHEREAS, HOSPITAL and COMPANY entered into the Agreement executed as of January 26, 2023 for 340B Recovery platform subscription services; and

WHEREAS, HOSPITAL and COMPANY desire to amend the Agreement with this Amendment in the manner described herein.

NOW, THEREFORE, in consideration of the premises and mutual consents set forth below, the parties hereby agree as follows:

1. Throughout the Agreement and Business Associate Agreement (both dated January 26, 2023), any and all references to "Cloudmed Solutions, LLC" shall be deleted and replaced with "Par8o, LLC".

2. Section I, Term of Agreement, shall be deleted in its entirety and replaced with the following:

   HOSPITAL agrees to retain COMPANY for the period from the Effective Date through the sooner of three (3) years (the "Initial Term") and shall continue through January 25, 2029 (the "Renewal Term"), unless terminated earlier as stated in Section XI.B of this Agreement. Thereafter, the parties may elect to renew this Agreement upon their mutual written agreement. The Initial Term and all Renewal Term(s) shall collectively be referred to herein as the "Term." During the Term, COMPANY agrees to provide the Services as required by HOSPITAL within the scope of this Agreement.

3. Section II.A.1.A, Terms of Payments, and Exhibit A, Fees, effective September 30, 2026, the Referral Capture Service Fee shall be amended, and HOSPITAL agrees to pay COMPANY twenty-two percent (22%) of the net revenue as described in the Scope of Work (Exhibit A).

4. The Agreement's budget is hereby amended to add an additional not-to-exceed amount of $185,000.00 per year during the three (3) year extension (with a new not-to-exceed total of $1,155,000.00). All references in the Agreement to the budget allowance are amended to include this additional amount.

5. Section XIII, Notices, shall be deleted in its entirety and replaced with the following:

TO HOSPITAL:	University Medical Center of Southern Nevada Attn: Pharmacy Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
With a copy to:	University Medical Center of Southern Nevada Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
TO COMPANY:	Par8o, LLC Attn: General Counsel 313 Henderson Dr. Sharon Hill, PA 19079
With a copy to:	legal@nuvemrx.com

6. Section XIV, Miscellaneous, is hereby amended to add the following new subsection (Y):

Y. Use of Artificial Intelligence

COMPANY represents and warrants to HOSPITAL that the service does not use or require Artificial Intelligence (AI) technology. In the event COMPANY decides to implement AI tools in the performance of this PROJECT, with at least ninety (90) days advance written notice to HOSPITAL, both parties agree to evaluate COMPANY's planned AI use (tools, applications, features, services). At HOSPITAL's written request, COMPANY will make the necessary technology adjustments to protect patient safety, patient privacy, information security, and organizational integrity that complies with applicable law, regulatory requirements, HIPAA Privacy Rule and HOSPITAL policies. COMPANY acknowledges that no software application incorporating AI may be used until it has received formal written approval from HOSPITAL and all required safeguards are in place. A violation of this provision shall be considered a material breach of this Agreement.

7. No Other Modifications. Except to the extent modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

[Signature page to follow]

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

PAR8O, LLC

Signed by:
By: Garret Albert
9B47AB0815084A0...
Name: Garret Albert
Title: CFO
Date: 9/11/2026

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____
Name:_____
Title:_____
Date:_____

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:	Par8o, LLC	
(Include d.b.a., if applicable)		
Street Address:	313 Henderson Drive	**Website:**
City, State and Zip Code:	Sharon Hill, PA 19079	**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)
Parthenon Capital		49.30%
340B Technologies, Inc. dba NuvemRx		Par8o, LLC is a wholly owned subsidiary

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

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

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

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

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

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

Signed by: Garret Albert 9B47AB0815884A8...

Signature

Garret Albert

Print Name

CFO

Title

9/10/2026

Date

REVISED 7/25/2014

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

Issue:	**Award RFP No. 2026-02 Clinical Engineering, Equipment Distribution Management and Project Management Services to Intelas Health, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the RFP No. 2026-02 for Clinical Engineering, Equipment Distribution Management and Project Management Services to Intelas Health, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2026-02 Service Agreement, and execute any extension options and future amendments that address the addition or deletion of equipment and needed services for all hospital locations; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 300084700 Funded Pgm/Grant: N/A
Description: Clinical Engineering, Equipment Distribution Management and Project Management Services
Bid/RFP/CBE: RFP 2026-02
Term: 11/1/2026 to 10/31/2031 with two, 1-year options
Amount: NTE $39,647,511.96

	Contract Price w/ capped 3% annual increases	Plus 25% cushion (in accordance with Section II.B.2)	Total
Year 1	$4,250,341.08	---	$4,250,341.08
Year 2	$4,377,851.31	$1,094,462.83	NTE $5,472,314.14
Year 3	$4,509,186.85	$1,127,296.71	NTE $5,636,483.56
Year 4	$4,644,462.46	$1,161,115.62	NTE $5,805,578.08
Year 5	$4,783,796.33	$1,195,949.08	NTE $5,979,745.41
Opt Year 6	$4,927,310.22	$1,231,827.56	NTE $6,159,137.78
Opt Year 7	$5,075,129.53	$1,268,782.38	NTE $6,343,911.91
			***NTE $39,647,511.96**

*However actual cost is based on the volume of equipment being serviced.

Out Clause: 90 days w/o cause

Cleared for Agenda
September 22, 2026

Agenda Item #
14

BACKGROUND:

On January 30, 2026, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2026-02 for Clinical Engineering, Equipment Distribution Management and Project Management Services. The RFP was also published in the Las Vegas Review Journal on February 1, 2026. On March 16, 2026, responses were received from:

HERO Business, Inc.
Intelas Health, Inc.
The InterMed Group
Mass Technologies LLC

An ad hoc committee (comprised of UMC Administration, Radiology, OR, Pathology and Critical Care Services) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with Intelas Health, Inc.

Intelas Health will manage and maintain UMC's Clinical Engineering Department in compliance with all DNV, State of Nevada, and other regulatory agencies and project requirements, as detailed in Exhibit A's Scope of Work (the "Agreement"). Intelas Health's services will include, but are not limited to, the following:

- Management of all departmental staff needed for the successful operation of services.
- Handle biomedical and laboratory purchases of products, supplies, equipment and services that are owned or leased by UMC (for items identified in the Equipment List); monitor equipment for safety and proper performance; manage third party contracts; and provide medical equipment repairs and planned maintenance for biomedical and imaging equipment.
- Perform equipment cleaning and Distribution Management Services for mobile and portable medical equipment; monitor equipment par levels within each department and notify hospital when additional equipment is needed to maintain par levels; recommend whether to repair or replace medical equipment based on life cycle data analytics; and perform equipment inspections and recalls.
- Provide project management to UMC's third party Real-Time Location System, which tracks (i) physical assets/equipment and (ii) people via radio frequency identification to support hospital's loss prevention efforts.
- Perform quality control, training and development, and operational and technical support.
- Guarantee the financial outcome of the program for all covered items and provide on-site support during both scheduled and unannounced regulatory agency inspections.

The term is from November 1, 2026 through October 31, 2031 with the option to extend for two, 1-year periods. Either party may terminate the Agreement for its convenience with a 90-day written notice. Year 1 cost is $4,250,341.08 and is subject to (i) annual CPI adjustment of up to 3%, and (ii) Equipment Additions/Deletions capped at 25% annually.

Staff has negotiated the terms of the Agreement and fees associated with these services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Service Agreement; (ii) exercise any extension options; and (3) execute future amendments that address the addition or deletion of equipment and needed services for all hospital locations within the constraints of the Agreement.

UMC's Executive Director for Continuum of Care has reviewed and recommends award of this Agreement, which has been approved as to form by UMC's Office of General Counsel.

Docusign Envelope ID: 2CF9FEDC-3420-8B21-824E-4B309D789C0E

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT FOR CLINICAL ENGINEERING, EQUIPMENT DISTRIBUTION MANAGEMENT AND PROJECT MANAGEMENT SERVICES RFP NO. 2026-02

INTELAS HEALTH, INC.
NAME OF COMPANY
John Beck, Regional Director of Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1550 Liberty Ridge Drive, Suite 110 Wayne, PA 19087
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(214) 886-7525
(AREA CODE) AND TELEPHONE NUMBER
John.Beck@intelashealth.com
E-MAIL ADDRESS

SERVICE AGREEMENT
CLINICAL ENGINEERING, EQUIPMENT DISTRIBUTION MANAGEMENT AND PROJECT MANAGEMENT SERVICES

This Service Agreement (the "**Agreement**") is made and entered into this 1st day of November, 2026, 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 INTELAS HEALTH, INC., a Pennsylvania corporation with its principal place of business at 1550 Liberty Ridge Drive, Suite 110, Wayne, PA 19087 (hereinafter referred to as "**COMPANY**"), for Clinical Engineering, Equipment Distribution Management and Project Management Services (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 at the location(s) identified in **Exhibit A** ("**Location(s)**") within the required schedule and budget allowance, inclusive of all travel, lodging, meals and miscellaneous expenses, 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 November 1, 2026 ("**Effective Date**") through October 31, 2031 ("**Initial Term**"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "**Extension Term**") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "**Term**." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

1. **Contract Price.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the amount of **$354,195.09 per month** or **$4,250,341.08 for a year** ("**Compensation Rate**" or "**Contract Price**"), subject to price adjustments as discussed in Section II.B., ensuring no upcharges, for the Term of this Agreement. 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. **Discount.** The Contract Price above reflects an approximate twenty percent (20%) discount off COMPANY's pricing in effect immediately prior to the Effective Date, which equates to a discount of $68,421.65 monthly or $821,059.80 annually. HOSPITAL acknowledges and agrees that, depending on how HOSPITAL receives payment for items and services furnished, HOSPITAL may have an obligation to report this discount as a discount or rebate in accordance with Section 1128B(b)(3)(A) of the Social Security Act and any related regulations. Such discounts may be reflected on cost reports or claims submitted to state or federal programs, which provide cost- or charge-based reimbursement to HOSPITAL for items to which the discount applies. HOSPITAL shall retain invoices and any other price documentation, and make them available to federal or state officials upon request.

B. Price Adjustments to Compensation

COMPANY's Compensation Rate is subject to the following price adjustments under this Agreement:

1. **Annual CPI Adjustment.** COMPANY, upon providing suitable proof to support its calculation of the applicable CPI adjustment, has the option to adjust the rates and charges based on the Consumer Price Index ("**CPI**") – All Urban Consumers (Series ID = CUUR0000SA0). Each such price adjustment shall be no greater than the lesser of percentage of the CPI change for the most recently published 12-month period or three percent (3%), whichever is less. No more than four (4) months in

advance of each CPI adjustment, COMPANY shall provide at least ninety (90) days' prior written notice to HOSPITAL of the adjustment. *The first such CPI adjustment will be made at the start of the second (2nd) year of the Initial Term, and subsequent CPI adjustments can be made no more than once annually thereafter (adjustments every November 1st).*

2. **Scope of Service Changes (Equipment Additions/Deletions).** Should the scope of COMPANY's services at a Location change due to: (a) the opening of new units or buildings, (b) permanent closing of units or buildings, (c) any adjustments to the Equipment List (as defined in **Exhibit A**), (d) changes to service tasks or frequencies including any change to the coverage level of an Equipment item (as specified on the Equipment List) to be performed, or (e) any other non-controllable, unavoidable, or unbudgeted items and events not otherwise specifically addressed in this Agreement, and such change in service results in an increase or decrease in COMPANY's costs, then COMPANY's Compensation Rate for the service(s) affected by such changes shall be adjusted upon mutual written agreement of the parties to account for the amount of the projected increase or decrease in costs to COMPANY. COMPANY is hereby authorized to proceed with requested changes to the Equipment List, subsequent to the above-noted prior written approval from HOSPITAL, with a not-to-exceed limit of twenty-five percent (25%) annually of COMPANY's Compensation Rate, as identified in Section II.A., provided the change does not exceed the not-to-exceed limit. *Price adjustment requests can be done no more than twice (2x) annually (adjustments every November 1st and May 1st); however, each such price adjustment will apply retroactively to the date or dates on which the change or changes in the scope of COMPANY's services occurred as noted in its Computerized Maintenance Management System ("**CMMS**").*

3. COMPANY shall submit price adjustment requests to University Medical Center of Southern Nevada, Attn: Bud Schawl or his designee, 1800 W. Charleston Blvd., Las Vegas, NV 89102 (with a copy sent to the Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102). Any price adjustment for which approval is required under Section II.B.2. above can only occur if COMPANY has been notified in writing of HOSPITAL's approval of the new price(s), which shall not be unreasonably withheld.

C. Terms of Payments

1. Payment of monthly invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL. COMPANY will provide HOSPITAL with two (2) invoices per month. The first invoice will include the monthly service Contract Price and will be submitted in advance of each month of service. The second invoice will be for any charges to HOSPITAL for Out-of-Scope Items and will be submitted following the month in which those charges were incurred. With the latter, the invoice can be broken out in a manner to suit HOSPITAL's request; typically, they can be separated by Out-of-Scope Items and Avoidable Damage (each as defined in Section III.A. below).
2. COMPANY shall issue a quote to HOSPITAL for any requested Out-of-Scope Item, which HOSPITAL shall either accept or reject; if accepted, HOSPITAL shall pay the amount identified in the quote for the Out-of-Scope Item.
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, HOSPITAL's RFP Project Number, 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 forty-five (45) 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 paragraph C.1 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 paragraph C.1 above.
4. 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 or services, which have not been previously paid to COMPANY.

5. 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.
6. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

D. 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 thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.
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, which HOSPITAL represents and warrants is at least the annual amount set forth in Section II.A.

E. Compliance with Revenue Procedure 2017-13

COMPANY and HOSPITAL both agree that no portion of the compensation provided to COMPANY hereunder is based on a share of the net profits of the managed property or any portion thereof pursuant to this Agreement. Additionally, COMPANY and HOSPITAL agree that COMPANY will in no circumstance share the burden of any net losses from the operation of any portion of the managed property.

F. Taxes

1. HOSPITAL's Responsibility for Taxes. HOSPITAL will pay all applicable taxes related to the PROJECT, including any additional costs that result from new taxes, legislation or enforcement positions. COMPANY will use reasonable efforts to utilize any tax exemption under applicable law that is applicable to purchases COMPANY makes, or property it uses or provides, for the PROJECT; however, if these purchases or property remain subject to tax even if HOSPITAL is tax exempt, HOSPITAL will pay the applicable tax.
2. COMPANY's Responsibility for Taxes. COMPANY will be responsible for any tax imposed upon or measured by COMPANY's income.

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.

A. Definitions

1. "**Wages and Salaries**" means all wages and salaries including regular pay, incentive pay, vacation pay, sick pay, bereavement leave, applicable Fringe Rate (defined below) and legal holiday pay.
2. "**Management Fringe Rate**" and "**Hourly Fringe Rate**" refers to an agreed percentage rate of Wages and Salaries to cover COMPANY's benefits including direct and indirect payroll taxes, workers' compensation insurance, employer's portion of state and federal unemployment compensation tax, social security tax, accident and health insurance, life insurance and retirement plan contributions, legal costs, fringe benefits, and related overhead, collectively referred to as the "**Fringe Rate**."
3. "**COMPANY Personnel**" shall be defined as any personnel on COMPANY's payroll who routinely perform services at a Location.

4. "**Management Personnel**" shall mean all supervisory employees performing the services.
5. "**Non-Supervisory Personnel**" shall mean all non-supervisory employees performing the services.
6. "**Equipment**" shall mean the equipment that will be serviced under the terms and conditions of this Agreement as identified on the Equipment List attached hereto and made a part of this Agreement as **Exhibit D**.
7. "**Out-of-Scope Item**" means any HOSPITAL-requested item that COMPANY agrees to provide and is outside the scope of COMPANY's responsibilities under this Agreement, which may include COMPANY's provision of any item excluded from coverage under **Exhibit A** or an item HOSPITAL is responsible for purchasing under Section III.C. (**Purchases from Vendors**) below.
8. "**Avoidable Damage**" has the meaning ascribed to it in Section X (**Key Performance Measures and Incentives**) below.

B. COMPANY Personnel

1. Management Personnel

COMPANY will furnish the Management Personnel to manage the PROJECT. All expenses in connection with Management Personnel, furnished by COMPANY, shall be paid by COMPANY. The costs incurred by COMPANY in connection with the Management Personnel, including COMPANY's applicable Management Fringe Rate, will be included in COMPANY's Compensation Rate for the PROJECT.

2. Non-Supervisory Personnel

COMPANY will furnish all Non-Supervisory Personnel with the appropriate training and qualifications required for the PROJECT. All expenses in connection with such Non-Supervisory Personnel shall be paid by COMPANY. The cost of such Non-Supervisory Personnel, including COMPANY's applicable Hourly Fringe Rate, shall be included in COMPANY's Compensation Rate for the PROJECT.

3. COMPANY's Personnel Responsibilities

COMPANY will be responsible for paying all Wages and Salaries and associated payroll costs, including COMPANY's applicable Management Fringe Rate and Hourly Fringe Rate, as well as travel and education, recruitment, background checks, physicals, immunizations, and health and disease testing for COMPANY Personnel. COMPANY agrees not to make any permanent reductions to COMPANY Personnel without first obtaining HOSPITAL's written approval. COMPANY shall be solely responsible for all communications with its own employees, including the distribution of any written materials.

a. COMPANY Personnel Onsite. 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's request. COMPANY may be required to: (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY's 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, and if the failure is caused by COMPANY's breach of its obligations under this Agreement, the breach may be considered a material breach of this Agreement.

b. Removal of COMPANY Personnel. HOSPITAL shall have the right to request the replacement of any COMPANY Personnel whose continued presence, in the reasonable judgment of HOSPITAL, is not in the best interest of HOSPITAL, its patients, or its staff; provided that such written request does not contravene any applicable laws. COMPANY's obligation to comply with any such request shall also be subject to restrictions imposed upon any collective bargaining agreement or other contract affecting such COMPANY Personnel.

c. HOSPITAL Rules. COMPANY Personnel and its subcontractors who come onsite shall perform their jobs in accordance with the requirements and standards set forth in this Agreement and shall comply with applicable HOSPITAL policies, provided such policies are provided to COMPANY.

4. Employment Commitment

a. The parties agree that at no time during the Term of this Agreement or for a period of one (1) year immediately following the expiration or termination of this Agreement for any reason (the "**Period of Restriction**"), shall they, or their respective agents or representatives attempt to recruit, employ, or use the services of, directly or indirectly, any salaried (exempt) employee or non-salaried technical employee of the other party without the other party's prior written consent. HOSPITAL will also not allow any COMPANY salaried (exempt) employee or non-salaried technical employee to perform services on or from a HOSPITAL Location during the Period of Restriction. If COMPANY becomes aware that HOSPITAL is, or may be, in violation of this paragraph, COMPANY will promptly provide written notice to HOSPITAL.

b. If a party violates Section III.B.4.a., then the party who has committed the violation agrees to reimburse the other party an amount equal to one (1) year of each such employee's then current salary (or, in the case of past employees, such employee's immediate salary prior to termination) as liquidated damages, not as a penalty, up to a maximum of $125,000 per employee. Acceptance of such payment does not constitute a waiver of any remedies or rights a party may seek to enforce under this Agreement or at law or in equity, including temporary restraining orders or injunctive relief.

c. The restrictions set forth in Section III.B.4.a. shall not apply to: (i) an employee of a party who has ceased working for that party for more than one (1) year at the time he or she was hired by such party; (ii) any COMPANY employee who was employed by HOSPITAL at HOSPITAL's Location prior to being hired by COMPANY; or (iii) employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment.

C. Purchases from Vendors

1. Vendor Payment Responsibility. A party's responsibility for directly paying vendors for the following items are specified in the table below (indicated by placing an "X" in the appropriate box).

ITEM	COMPANY	HOSPITAL
Computer related charges for computers supplied by COMPANY (database maintenance and support; computer hardware; computer software; printer paper)	X	
Computer related charges for computers supplied by HOSPITAL		X
Uniforms for Non-Supervisory Personnel	X	
Access to Location's Secure Wireless Network		X
Office supplies/forms	X	
In-service training materials/CHAT (as defined below)*	X	
Telephone equipment and service (access to local and long distance lines)		X
Copying		X
HOSPITAL email accounts for COMPANY Management Personnel		X
COMPANY business licenses and permits	X	
All other licenses and permits		X
Utilities		X
Service Contracts		X
COMPANY's General Liability Insurance	X	
Postage for COMPANY business	X	
Parking at Locations (COMPANY Personnel must pay for Reserved Parking)		X

Background checks for COMPANY Personnel performed in accordance with COMPANY policy	X	
All physicals, screenings, tests, immunizations, or fit testing required by HOSPITAL of COMPANY Personnel	X	
Smartphones with monthly service plans for designated COMPANY Personnel	X	

*Note: "CHAT" (which stands for Communication, Help and Training) is COMPANY's proprietary training program for its frontline service personnel.

2. Reimbursement. The items listed in the table above, for which COMPANY is responsible for paying vendors directly, are included in the Compensation Rate of COMPANY. If COMPANY purchases any of the items listed above for which HOSPITAL is ultimately financially responsible, such as equipment purchases, rentals, or leases, then COMPANY shall bill HOSPITAL for the cost of those items At Invoice Price. "**At Invoice Price**" shall mean and refer to a charge by COMPANY to HOSPITAL for items or services that will include all applicable supply, labor (with applicable Fringe Rate), equipment and other related operational charges required for the item or service, but will not include any separate, additional fee by COMPANY that is not otherwise provided for in this Agreement. The charge for items purchased through COMPANY's purchasing programs will be based on the At Invoice Price and does not include any rebates, early payment discounts or other volume allowances that COMPANY receives from its vendors. COMPANY represents and warrants that the At Invoice Price charged to HOSPITAL shall be competitive with the cost of obtaining such items or services from an independent source in the open market. Notwithstanding anything in the foregoing, COMPANY will provide a zero percentage (0%) mark-up for all PASS-THRU invoices or services that are subcontracted out to a third party or to a vendor.
3. COMPANY Vendors. COMPANY shall have exclusive rights and discretion to purchase through its vendors any items it is responsible for providing under this Agreement including, but not limited to, parts and equipment purchases related to or for the PROJECT, and other supplies ("**Purchased Items**"). HOSPITAL acknowledges that COMPANY may receive credits, trade or cash discounts, volume allowances, and/or rebates ("**Allowances**") for Purchased Items and those Allowances will accrue to and be retained by COMPANY, and will not be credited back to HOSPITAL. HOSPITAL acknowledges that financial terms offered to HOSPITAL under this Agreement rely on COMPANY's right to exclusively select vendors for the Purchased Items in all categories, and any changes to COMPANY's rights under this provision shall result in a change to the financial terms or operational guarantees of this Agreement. Notwithstanding the foregoing, all vendor purchases by COMPANY will be competitively priced. COMPANY will provide a zero percentage (0%) mark-up for all PASS-THRU invoices or services that are subcontracted out to a third party or to a vendor. Additionally, the parties agree to comply with the requirements set forth in **Exhibit E**, Authorization Agreement, attached hereto.
4. Title. COMPANY shall retain title to the items purchased by COMPANY until COMPANY has been fully reimbursed for those items. HOSPITAL shall retain title to all items purchased and paid for by HOSPITAL, and if applicable, COMPANY shall timely prepare a transfer of ownership document. Notwithstanding anything to the contrary, all computer hardware and software furnished by or through COMPANY, as well as any of COMPANY's Proprietary Information, shall remain the property of COMPANY (even if fully depreciated).

D. Information Technology Systems

In connection with the services being provided hereunder, COMPANY may need to operate certain information technology systems not owned by HOSPITAL ("**COMPANY Systems**"), which may need to connect to or interface with HOSPITAL's internet access, networks, software, or information technology systems ("**HOSPITAL Systems**"). HOSPITAL Systems include the Equipment (as defined above), some of which the parties acknowledge can store Protected Health Information (as defined in HIPAA) or connect to HOSPITAL's networks. COMPANY will be solely responsible for the repair, maintenance and replacement of COMPANY Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances, at no additional cost to HOSPITAL. HOSPITAL will be solely responsible for the repair, maintenance and replacement of HOSPITAL Systems, including

taking the necessary security and privacy protections that are reasonable under the circumstances, at no additional cost to COMPANY. During such time that said COMPANY Systems are implemented and running, and COMPANY Systems connect to or interface with HOSPITAL Systems, then HOSPITAL agrees to promptly implement, upon request from COMPANY, and at HOSPITAL's determination and expense, the changes to the HOSPITAL Systems that COMPANY reasonably requests and believes, and HOSPITAL determines are necessary or prudent to ensure COMPANY's compliance with applicable laws. Collectively, the following shall be defined as "**COMPANY's Software**":

1. Software. COMPANY shall furnish modules of COMPANY's web-based proprietary software, **TeamChamps©**, for the PROJECT (those modules, the "**Software**") to track operator errors, training issues, and Equipment failures through a series of fail codes. The Software will provide a screen inquiry or printed reports for maintenance information, such as when maintenance is scheduled, when it was last performed, and the maintenance cost distribution. HOSPITAL acknowledges that it does not have any right, title or interest in the Software, and that COMPANY is the sole owner of the Software. HOSPITAL shall not reproduce, disseminate, disassemble or modify the Software. COMPANY shall be responsible for all repair, maintenance and replacement of the Software, at no additional cost to HOSPITAL. COMPANY warrants that each party's use of the Software will not violate any intellectual property rights of any third party. TeamChamps© offers the following features:
    a. Inventory Management. Tracks asset location, installation date, manufacturer, and technical specifications. Assets are classified using ECRI nomenclature and assigned unique IDs.
    b. Work Order Management. Automates preventive and corrective maintenance scheduling, tracks labor hours, and supports task management with alerts, dashboards, and follow-up work orders.
    c. Contract and Warranty Tracking. Manages OEM and third party service contracts, including expiration alerts and service history.
    d. KPI Reporting and Dashboards. Custom dashboards track preventive maintenance completion, response times, uptime, and customer satisfaction.
    e. Cybersecurity and HIPAA Compliance. Captures PHI/networking data, supports HIPAA assessments, and integrates with Clinical Engineering Information Technology (CEIT) training and cybersecurity protocols.
    f. Recall and Alert Monitoring. Integrates with ECRI's Alert Tracker for real-time device recall notifications.
    g. Mobile Access. A mobile app version allows technicians to manage tasks and inspections in real time, improving responsiveness and reducing administrative overhead.
    h. Online Service Requester. Enables HOSPITAL end users to submit and track service requests 24/7, improving communication and reducing delays.

    COMPANY shall provide comprehensive support for TeamChamps©, including: (i) Training: HOSPITAL end users and technicians receive training on system use, including the online service requester and mobile app; (ii) System Maintenance: Regular updates and enhancements are managed centrally to ensure optimal performance and security; (iii) Help Desk and Technical Support: Available for troubleshooting, configuration changes, and HOSPITAL end user assistance; and (iv) Data Governance: All data is securely stored and managed in compliance with HIPAA and ISO 13485:2016 standards.

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 shall be made in accordance with Section II.B.2. and this Agreement shall be modified in writing accordingly.

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

SECTION V: CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

A. Confidential Information

"**Confidential Information**" shall mean and refer to all trade secrets and other confidential or proprietary information, designated and/or clearly labeled as proprietary or confidential, and related to the business of COMPANY or HOSPITAL or their respective affiliates, in any form, including customer lists, vendor lists, software provided by either party for the PROJECT, the terms and conditions of this Agreement, COMPANY's Physical Environment manual, COMPANY's medical equipment management plan, financial information and pricing (excluding the Compensation Rate), and any information a party is obligated by applicable law or contract to treat as confidential.

B. Precautions

The party receiving Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**"), will take all reasonable precautions, including adequate procedures and disciplines, to safeguard the confidential nature of the Confidential Information. The Receiving Party also agrees that it will not use any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.

C. Protection of Confidential Information

The Disclosing Party may disclose Confidential Information to the Receiving Party in connection with this Agreement. If the Receiving Party receives Confidential Information from the Disclosing Party, the Receiving Party shall, during the Term of this Agreement and for a period of five (5) years after the termination of this Agreement, maintain the Confidential Information in strict confidence and not disclose the Disclosing Party's Confidential Information to third parties, except to fulfill its obligations under this Agreement. The Receiving Party agrees to use reasonable care to protect any Confidential Information it receives from the Disclosing Party. Promptly upon written notice by the Disclosing Party or after termination or expiration of this Agreement, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information, and shall certify its compliance with such requirements in writing.

D. Limitation on Confidentiality Obligation

The Receiving Party shall not be required to keep confidential any information that: (1) is already in the Receiving Party's possession at the time of disclosure before receipt from the Disclosing Party; (2) is lawfully obtained, directly or indirectly, by the Receiving Party, from anyone, under no obligation of confidentiality; (3) is or becomes publicly available other than as a result of an act or failure to act by the Receiving Party; (4) is approved for release in writing by the Disclosing Party; or (5) is required by law, court order, or judicial process to be disclosed. Nothing in this Agreement is intended in any way to prohibit the Disclosing Party from seeking injunctive relief or other equitable or legal remedy to protect against the release of its Confidential Information even in the event such disclosure is required by court order, or a ruling by a governmental agency or department or accreditation body.

E. Public Records

Notwithstanding the foregoing in this Section V, 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, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which 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, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary. For the avoidance of any doubt, COMPANY hereby acknowledges that this Agreement, including any pricing and related information contained herein, will be publicly posted, disclosed, or otherwise made available for approval by HOSPITAL's governing board, and such disclosure shall not constitute a breach of this Agreement or any confidentiality obligations by HOSPITAL.

SECTION VI: 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 (i.e., COMPANY Personnel). 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 notify HOSPITAL prior to replacing him or her with another equally qualified person within a reasonable period of time, but such required replacement should be accomplished no more than sixty (60) days following the date of notice; provided, however, that (1) COMPANY may use temporary personnel to fill the vacant position while recruiting a permanent replacement (and the position will be deemed replaced for this Section's purposes for as long as it is filled by any such temporary personnel), and (2) the 60-day replacement period will be extended by the number of days the replacement is delayed due to HOSPITAL, including delays resulting from HOSPITAL's onboarding requirements under Section III.B.3.a.

C. COMPANY has or will retain such employees as it may need to perform the services required by this Agreement.

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

E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities.

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.

G. It shall be the duty of COMPANY to assure that all products and/or services 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 services or work products:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of its responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL to the extent caused by COMPANY's negligent acts or omissions while performing or failing to perform under this Agreement.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder (e.g., Monthly Reports for the PROJECT), shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first, but shall not include any such materials, information, or documents otherwise used or useful in connection with the PROJECT that is generally provided by COMPANY to parties other than HOSPITAL (i.e., COMPANY's Software, as defined in Section III.D.). COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL

may be utilized only for its use in relation to the PROJECT for which they were prepared, and not for the construction of any other project or agreement for the same or similar PROJECT by another service provider. If applicable, a copy of all materials, information and documents, whether finished, unfinished, or drafted, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish HOSPITAL's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence, provided that such correspondence is solely related to the PROJECT provided under this Agreement.

J. COMPANY shall, to the extent it exists:
   1. Assist HOSPITAL with obtaining all Manufacturers' Disclosure Statements for Medical Device Security (MDS2) for any device that maintains or transmits data supplied or utilized by COMPANY.
   2. Warrant that, in the performance of the services, equipment cybersecurity best practices are followed.
   3. Provide documentation describing in detail COMPANY's cybersecurity testing.

K. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VII: SUBCONTRACTS

A. Services specified by this Agreement may be subcontracted by COMPANY, without prior written approval of HOSPITAL, provided that the subcontractors comply with paragraph C below.

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 its 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 the negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. All subcontractors of COMPANY shall be subject to the same employment vetting and compliance, to comply with HOSPITAL's policies and terms of this Agreement, at no cost to HOSPITAL.

D. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VIII: 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, **Bud Schawl**, telephone number **(702) 224-7148** or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. 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.

D. HOSPITAL will be responsible for the accuracy of information or data supplied by HOSPITAL or other sources to COMPANY, and COMPANY will be responsible for notifying HOSPITAL if it has reason to believe the information or data supplied is inaccurate.

E. HOSPITAL shall provide COMPANY access to the facilities and equipment where the services are to be performed at each Location, as well as all utilities, including internet service, necessary to perform the PROJECT's services. HOSPITAL shall provide COMPANY with adequate and appropriate office and storage space, as well as adequate and appropriate office furniture and equipment for such space in the primary area of each Location, and if applicable, dressing rooms, rest rooms and locker facilities, at no charge. HOSPITAL shall be responsible for the cost of any improvements, repairs, or replacements that are necessary to bring each Location's facilities into compliance with applicable laws. HOSPITAL recognizes its obligation to identify the presence of any environmental hazards that pose an unreasonable health risk to individuals working in the Locations, and to take steps as may be

required by federal, state and local laws, to communicate the presence of such hazards and take appropriate remedial action.

SECTION IX: TIME SCHEDULE

A. Time is of the essence of this Agreement.

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

SECTION X: KEY PERFORMANCE MEASURES AND INCENTIVES

A. **Program Overview.** This Section consists of the key performance indicators, goals, and risk amounts as set forth in the following table (each such indicator, a "**KPI**"), to be measured quarterly and reconciled annually.

KPI	TARGET	DEFINITION	BENEFIT TO HOSPITAL	ANNUAL PENALTY	INCENTIVE FOR EXCEEDING TARGET
Uptime	Greater than 98%	Uptime for Mission Critical Equipment (as defined in Section 3.3.2.a. of **Exhibit A**). **Calculation:** Total uptime hours of all Mission Critical Equipment divided by total Base Hours for all Mission Critical Equipment.	Equipment availability for patient use.	$5K	$5K when achieving 100%
'Unable to Locate'	Less than 5%	Equipment that cannot be located for Preventive Maintenance. **Calculation:** Scheduled preventive work orders with a sub-state of 'Unable to Locate' divided by Total Number of preventive scheduled work orders.	• Equipment available for patient use. • Reduced dependency on rental devices and less capital needed for service line. • Regulatory compliance.	$5K	$5K when reducing to 0%
Preventive Maintenance Completion	Greater than 95%	Total completion of scheduled Preventive Maintenance Inspections and documentation. **Calculation:** Total completed preventive maintenance inspections divided by total required preventive maintenance inspections. This excludes devices sent out for depot repair, devices in use and documented 'Unable to Locate' devices.	• Regulatory compliance and assured Equipment performance as designed by OEM. • Refresh of consumables (filters, etc.) for some medical devices as required. • Proactive service designed to identify operational Equipment issues prior to failure.	$10K	$5K when achieving 100%
Customer Satisfaction	Greater than 90%	Annual customer satisfaction score administered to each	• Evaluation of COMPANY service program, ensuring	$5K	$5K when achieving 100%

KPI	TARGET	DEFINITION	BENEFIT TO HOSPITAL	ANNUAL PENALTY	INCENTIVE FOR EXCEEDING TARGET
		user/stakeholder of the COMPANY service program.	delivery as designed.		
Reduction in Avoidable Damage Expenditures	25% Reduction	Reduce negligent Equipment damage, and out-of-contract and abuse-related spending. COMPANY will provide a pro-rated payment to HOSPITAL based on actual performance relative to the target, up to the full at-risk amount. The Baseline for measurement will be re-established annually on each anniversary date, using the prior twelve (12) months of actual, verified abuse-related spend.	• Develop guidelines, set performance goals, and monitor progress against the established Baseline. • COMPANY to facilitate vendor training and an Equipment awareness program designed to address damage caused by HOSPITAL staff.	Up to $100,000 (calculated in accordance with Section X.D.5. below)	Target up to 25% reduction in verified abuse-related spend of HOSPITAL, measured against the prior twelve (12) months, capped at $100K annually. If COMPANY exceeds 30% reduction, COMPANY will earn a $10,000 incentive. Calculation for the $10K incentive will reset annually on each anniversary date, using the prior twelve (12) months of actual, verified abuse-related spend.

For any KPI adjustment agreed to by the parties, COMPANY will adjust its invoice to HOSPITAL to reflect the appropriate incentive or penalty. The KPI will be calculated and applied in accordance with the table above and Section X.D. below. COMPANY will automatically apply the incentive or penalty within thirty (30) days following the issuance of each annual report in accordance with Section X.E. below or, if applicable, issue a credit on an invoice to HOSPITAL or, if this penalty occurred in HOSPITAL's final billing period, to issue a refund to HOSPITAL. COMPANY will track and report any KPI to HOSPITAL on a quarterly basis and prior to every yearly renewal, or for non-renewal, at the end of the service Term, which will be reflected on the respective invoice or report.

B. **Program Start Date.** This KPI program commences on November 1, 2026 (the "**Program Start Date**"). "**Measurement Period**" means the 12-month period commencing on the Program Start Date and each subsequent 12-month period thereafter.

C. **KPI Definitions.** As used herein, the following definitions apply:

1. "**Avoidable Damage**" means expenses HOSPITAL incurs to remedy damage caused by User Abuse.
2. "**Base Hours**" means twenty-four (24) hours per day, seven (7) days per week.
3. "**Down**" means any period during which HOSPITAL is unable to use Uptime-Eligible Equipment to treat or diagnose patients in any capacity during Base Hours due to COMPANY's delay in service, as measured from the time that HOSPITAL notifies COMPANY that the Equipment is in need of repair until that repair has been successfully completed, and excluding any period during which the Equipment is unavailable for any of the following reasons: it is unavailable due to planned maintenance (but not Preventive Maintenance), cryogen replenishment, installation of upgrades or updates, x-ray tube replacement, Force

Majeure, Emergency, or an occurrence or condition excluded under Section X (**Excluded Items**) of **Exhibit A**.

4. "**Key Users**" means HOSPITAL department heads who are responsible for managing Users (e.g., Nursing, Radiology, etc.).
5. "**Mission Critical Equipment**" means Equipment that the parties jointly determine is critical to HOSPITAL's operations at each Location.
6. "**Unavailable**" means that the Equipment is not accessible to COMPANY during the period that it is due to receive Preventive Maintenance for any of the following reasons: (a) it cannot be located; (b) it is in patient use; or (c) it is being serviced by a third party vendor.
7. "**Uptime Hours**" means Base Hours during which Uptime-Eligible Equipment is not Down.
8. "**Uptime-Eligible Equipment**" means any Equipment that is receiving "FS" or "FWG" coverage from COMPANY (as identified in the Equipment List) and is deemed Mission Critical Equipment.
9. "**User**" means any person who regularly operates or uses the Equipment, or on whom the Equipment is used, including HOSPITAL's staff, patients, and contractors, but excluding COMPANY's staff and contractors.
10. "**User Abuse**" means each of the following types of User conduct: (a) User acts or omissions that are intended to damage the Equipment, and (b) accidents, misuse, or negligent handling of the Equipment by the User.

D. **KPI Measurement.** The parties shall measure COMPANY's performance for each KPI in the aggregate across all Locations during the Measurement Period. COMPANY shall measure its performance for each KPI as follows:

1. **Preventive Maintenance Completion.** COMPANY shall calculate this KPI by measuring the percentage of Equipment on which COMPANY is responsible for performing Preventive Maintenance that received Preventive Maintenance within fifteen (15) days following the end of the month in which that maintenance was due, as determined in accordance with the applicable Preventive Maintenance schedule established for each Equipment item, excluding (a) any such Equipment on which COMPANY is not responsible for performing preventive maintenance (as identified on the Equipment List), and (b) any such Equipment that is Unavailable.
2. **Unable to Locate.** COMPANY shall calculate the KPI by measuring the percentage of Equipment scheduled for Preventive Maintenance marked in COMPANY's TeamChamps© software as "Unable to Locate" within fifteen (15) days following the end of the month in which that maintenance was due, as determined in accordance with the applicable Preventive Maintenance schedule established for each Equipment item.
3. **Uptime.** COMPANY shall calculate this KPI using the following formula, as applied to all Uptime-Eligible Equipment in the aggregate: (Uptime Hours ÷ Base Hours) X 100. For COMPANY to accurately track its performance and promptly respond under this KPI, HOSPITAL must use the Software's "service requester" tool for all service requests related to Uptime-Eligible Equipment; accordingly, service requests not entered into the "service requester" tool shall not apply within this calculation.
4. **Customer Satisfaction.** COMPANY shall calculate this KPI using an online survey distributed and calculated through a ClientShare survey tool.
5. **Avoidable Damage.**
   a. For this KPI to take effect, the parties must mutually agree in writing on HOSPITAL's aggregate expenditures on Avoidable Damage during the 12-month period immediately preceding the Effective Date (those aggregate expenditures, the "**Baseline**").
   b. The parties shall establish a joint committee comprised of HOSPITAL's Key Users and designated COMPANY management personnel, which will meet regularly and no less than once (1x) per quarter of the Measurement Period (that committee, the "**Joint Committee**"). COMPANY's goal for this KPI is to reduce HOSPITAL's aggregate expenditures on Avoidable Damage by twenty-five percent (25%) or more from the Baseline. In furtherance of that goal, COMPANY shall (i) report on incidents of User Abuse at each Joint Committee meeting and review corrective actions with Key Users present at the meeting, and (ii) facilitate training and Equipment awareness for Users designed to address User Abuse.
   c. For COMPANY to have any liability to HOSPITAL for this KPI, HOSPITAL must ensure that: (i) a majority of its Key Users attend each Joint Committee meeting; and (ii) a majority of its Users (excluding patients) attend each training conducted

under Section X.D.5.b. above.

d. At the end of the Measurement Period, the parties shall review and mutually agree in writing on HOSPITAL's actual aggregate expenditures on Avoidable Damage. Subject to Section X.D.5.c. above, if the aggregate expenditures exceed seventy-five percent (75%) of the Baseline, COMPANY will owe HOSPITAL an amount equal to the lesser of (i) the amount by which HOSPITAL's aggregate expenditures exceeded seventy-five percent (75%) of the Baseline, or (ii) the risk amount set forth in Section X.A. for this KPI. If the aggregate expenditures are equal to or less than seventy-five percent (75%) of the Baseline, COMPANY will not owe HOSPITAL any amount for this KPI.

E. **Payment.**

1. If COMPANY fails to meet the "Target" identified in Section X.A. for a KPI, COMPANY shall owe HOSPITAL an amount equal to the "Annual Penalty" set forth in Section X.A. for that KPI. COMPANY shall issue any amount owed to HOSPITAL under this Section X in the form of an invoice credit or, if this penalty occurred in HOSPITAL's final billing period, to issue a refund to HOSPITAL. If COMPANY meets or exceeds the "Incentive for Exceeding Target" goal identified in Section X.A. for a KPI, payment will be due from HOSPITAL in the amount identified in Section X.A. for that KPI.
2. COMPANY shall issue a report following the close of the Measurement Period that summarizes its performance under this Section X for that Measurement Period. COMPANY shall issue any credit, and HOSPITAL shall make any payment, due under this Section X no later than thirty (30) days following the date of the annual report.
3. HOSPITAL's sole and exclusive remedy with respect to COMPANY's failure to meet a goal for a KPI is acceptance of a credit equal to the applicable risk amount identified in Section X.A. for that KPI. If this Agreement is terminated in the middle of a Measurement Period, then any metrics impacted by that termination do not apply for the Measurement Period in which the termination became effective (or thereafter).

F. **Annual Review.** The parties shall review and negotiate in good faith any updates to this Section X annually prior to each anniversary of the Program Start Date. The parties shall identify any mutually agreed upon updates for the following Measurement Period in an amendment to this Agreement. If the parties are unable to mutually agree upon any such updates, this Section X will remain unchanged from the prior Measurement Period.

SECTION XI: TERMINATION

A. Termination

1. Termination for Cause

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

a. Not less than sixty (60) calendar days written notice of intent to terminate; and
b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within sixty (60) calendar days. If, after the 60-day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by either party for its convenience; but only after the other party is given not less than ninety (90) calendar days written notice of its 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.

3. Termination for Non-Payment

a. COMPANY may terminate this Agreement, upon fifteen (15) days' prior written notice if HOSPITAL fails to timely pay any amounts due after forty-five (45) days of receipt of an accurate invoice (subject to HOSPITAL's right to cure in accordance

with Section XI.A.1. above).

4. Termination by Location
   a. A termination right set forth in Section XI.A.2. above may be applied to one or more Locations without terminating the services at any other Location covered under this Agreement.
5. Effect of Termination
   a. If termination for substantial failure or default is effected by HOSPITAL, or for its convenience to terminate one or more Locations, 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. If HOSPITAL properly terminates for default in accordance with Section XI.A.1. above, 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 Sections VI paragraphs H and I. Each party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other party regarding the PROJECT including, but not limited to, protected health information ("**PHI**"), and shall certify in writing to the other party, no later than thirty (30) days after termination, that it has done so.
   c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
   d. Upon termination of this Agreement for any reason, COMPANY and HOSPITAL shall act in the spirit of reconcilable cooperation and good faith, to achieve an orderly transition of operations back to HOSPITAL or HOSPITAL's designee, and HOSPITAL may take over the PROJECT and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY ceases to conduct business anywhere in the continental United States, HOSPITAL shall have the right to make an unsolicited offer of employment to any employee of COMPANY assigned to the performance of this Agreement.
6. Force Majeure Event
   a. Force Majeure Defined. Neither COMPANY nor HOSPITAL will be considered in default under this Agreement or have any liability for breach of this Agreement for failing to perform the services when performance is prevented by force majeure. The term "**Force Majeure Event**" shall mean any government requirement or request; war; public disorders; acts of enemies; terrorism; sabotage; strikes; lockouts; picketing; protected, concerted labor activity or other labor or employment difficulties; fires; floods; earthquakes; pandemics or epidemics; acts of God; natural disasters; or any other cause beyond the reasonable control of either party.
   b. Operating During a Force Majeure Event. The parties agree that under such conditions, COMPANY will work together with HOSPITAL in good faith to provide the services and develop appropriate responses and courses of action, as is practical and reasonable under the circumstances. In the event that a party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (i) immediately notify the other party in writing of such Force Majeure Event and its expected duration; and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than ninety (90) days following notice by such party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice. If HOSPITAL requests that COMPANY provide the services to one or more Locations during a Force Majeure Event, then any financial guarantees, performance guarantees, and service penalties will not apply under these conditions, and if possible, COMPANY will continue to perform the services by implementing its contingency plan. COMPANY will provide a copy of its contingency plan to

HOSPITAL.

7. 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.

SECTION XII: DISPUTE RESOLUTION

A. Initiation of Dispute Resolution

If any dispute arises on matters concerning this Agreement, either party may initiate the dispute resolution procedures of this Section by providing written notice to the other party of the existence and nature of the dispute. The dispute shall be referred to designated representatives of HOSPITAL and COMPANY, respectively, who shall attempt to resolve the dispute in good faith. If the dispute involves an amount due under the terms of this Agreement, then HOSPITAL agrees to pay all items not in dispute timely and in accordance with the terms of this Agreement. COMPANY agrees that the PROJECT shall continue to be provided regardless of any dispute.

B. Referral to Senior Executives

In the event the dispute cannot be resolved by the designated representative of each party within thirty (30) days (or such longer period as mutually agreed by the parties), either party may demand in writing that the dispute be submitted to senior executives for resolution. Upon receipt of such demand, each party shall designate immediately a senior executive with authority to resolve the dispute. The designated senior executives shall begin discussions promptly in an effort to agree upon a resolution of the dispute. If the senior executives do not agree upon a resolution of the dispute within fourteen (14) days of the date that such demand was made (or such longer period as mutually agreed by the parties), then either party may elect to abandon executive discussions and resort to any and all applicable legal remedies. Any dispute resolved under Section XII must be recorded in writing, signed by each of the party's authorized representative(s) to be binding on the parties.

SECTION XIII: 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 XIV: 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; or certified U.S. mail, return receipt requested; or first class/postage prepaid U.S. mail; or overnight courier 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:
Intelas Health, Inc.
Attn: Legal Department
1550 Liberty Ridge Dr., Suite 110
Wayne, PA 19087

Notices will be considered to have been given at the time of actual delivery in person with receipt acknowledgment in writing, three (3) business days after deposit in the mail as set forth above, or one (1) business day after delivery to an overnight courier service.

SECTION XV: HEALTH CARE COMPLIANCE

A. Anti-Kickback Compliance

The parties intend that, to the extent the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) applies, the arrangement contemplated under this agreement complies with the requirements of all applicable safe harbors, including the following requirements under 42

CFR § 1001.952(d):

1. This agreement covers all services COMPANY is providing over this Agreement's Term and specifies all services to be provided by COMPANY to HOSPITAL;
2. The methodology for determining the compensation paid to COMPANY over the Term of this Agreement has been set in advance, is consistent with fair market value in arm's-length transactions, and was not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or other federal health care programs;
3. The services do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; and
4. The aggregate services contracted for do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of this PROJECT.

B. Cost Reporting

HOSPITAL is solely responsible for any cost reporting or other compliance with state or federal agencies under Medicare/Medicaid programs for any fees, discounts, commissions, charges, donations or investments that are provided to HOSPITAL.

SECTION XVI: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

COMPANY acknowledges that 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 this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

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

F. Indemnity

1. COMPANY agrees to protect, defend, indemnify and hold harmless HOSPITAL and its subsidiaries, affiliates, directors, officers and employees ("**HOSPITAL Indemnitee(s)**") from any loss, damage, cost or expense (including attorneys' fees and other expenses of litigation) caused by (a) any act or omission by COMPANY, or any of its employees or agents, acting within the scope and line of their duties and authority, or (b) any material misrepresentation, breach of warranty or covenant or other breach or default by COMPANY under this Agreement; provided, however, that COMPANY shall not be obligated under this Agreement to defend, indemnify or hold harmless any HOSPITAL Indemnitee from any such loss, liability, damage, cost or

expense which results from that HOSPITAL Indemnitee's misconduct or negligence.

2. To the extent indemnification is expressly authorized by Nevada law, HOSPITAL agrees to protect, defend, indemnify and hold harmless COMPANY and its subsidiaries, affiliates, directors, officers and employees ("**COMPANY Indemnitee(s)**") from any loss, damage, cost or expense (including attorneys' fees and other expenses of litigation) caused by any act or omission by HOSPITAL, or any of its employees or agents, acting within the scope and line of their duties and authority; provided, however, that HOSPITAL shall not be obligated under this Agreement to defend, indemnify or hold harmless any COMPANY Indemnitee from any such loss, liability, damage, cost or expense which results from that COMPANY Indemnitee's misconduct or negligence. Any indemnification by HOSPITAL under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable.
3. Notwithstanding anything to the contrary contained in this Agreement, neither HOSPITAL nor COMPANY, nor any of their directors, officers, employees, shareholders, members or agents, shall be liable for any indirect or consequential damages suffered by either party as a result of any breach of this Agreement, negligence, or intentional misconduct.

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. 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 request 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, which shall be a commercially reasonable timeframe, may be considered a material breach of this Agreement and be cause for suspension and/or termination of this 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.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL's 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 the Business Associate Agreement ("**BAA**") which is attached to and incorporated into this Agreement as **Exhibit C**.

M. ADA Requirements

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

N. 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 (1) COMPANY is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, or (2) a COMPANY employee assigned to the PROJECT is excluded from any Federal Health Care Program or placed on the OFAC's blocked list and COMPANY does not immediately remove the employee from the PROJECT upon becoming aware of their being so excluded or placed, it shall be considered 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.

O. 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.

P. Clark County Business License / Registration

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

Q. Prohibition Against Israel Boycott

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminated business or business activities with, or performed 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. 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.

S. 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.

T. 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.

U. 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 this Agreement and any attached exhibits, appendices or other materials, this Agreement shall take precedence.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		INTELAS HEALTH, INC.	
By:_____	_____	By: Signed by: James D. Cheek 3665B3077ECD4E1	9/1/2026
MASON VAN HOUWELING Chief Executive Officer	DATE	JAMES D. CHEEK President	DATE

EXHIBIT A
CLINICAL ENGINEERING, EQUIPMENT DISTRIBUTION MANAGEMENT AND PROJECT MANAGEMENT SERVICES
SCOPE OF WORK

I. SCOPE OF SERVICE

The scope of service is a single source program which will comprehensively provide a Clinical Engineering Department to HOSPITAL for biomedical, clinical, imaging, therapeutic, and diagnostic Equipment; this includes, but is not limited to, management of all departmental staff needed for the successful operation of services, quality control, compliance with all regulatory requirements, training and development, operational and technical support, asset procurement and tracking support, and guaranteeing the financial outcome of the program. All salaries, repairs, direct expenses, and other departmental operating costs are included in COMPANY's Compensation Rate. There will be an inventory of items on full-service, management service of pass-thru contracts, as well as those that are covered for parts only. The technology management services include the performance of technology management, medical Equipment repairs, project management of new systems, asset tracking, and planned maintenance for biomedical and imaging Equipment.

II. GENERAL

2.1. COMPANY agrees to:

2.1.1. At HOSPITAL's request, COMPANY shall hold clinical Equipment service agreements with third party vendors (i.e., diagnostic, life-support, etc.) and shall offer early termination options, without penalties, of no later than sixty (60) days from the inception of any new agreement that is made as a result of this PROJECT initiative. These early termination options will only be exercised by HOSPITAL or by COMPANY with HOSPITAL's written consent. In the event a third party vendor refuses to accept an early termination option without penalty, COMPANY, with HOSPITAL's written approval, will negotiate in good faith with the third party vendor to determine an acceptable modified language on a case by case basis, but HOSPITAL will have the final decision and will be solely responsible for any fees or damages associated with early termination of the applicable third party vendor contract. COMPANY contracts will include clear terms for cancellation or termination as specified in this Section. Failure to agree to this specific participation requirement may result in COMPANY's breach of this Agreement.

2.1.2. This agreement applies to all HOSPITAL properties (i.e., the main campus and satellite locations, individually referred to as "**Location**" or collectively as "**Locations**") wherein locations may be added and/or deleted as deemed appropriate for HOSPITAL's business needs. COMPANY will be notified in writing of such location changes and will make itself available to HOSPITAL per project need.

These Locations are:

a. UMC Main Hospital Campus
b. Lied Clinic
c. TLC Building
d. 2040 Building
e. Delta Point Building (HR, IT, etc.)
f. Wellness Center
g. Infusion Center
h. 710 South Tonopah (old Milan Institute)
i. 2100 West Charleston (old CVS)
j. 2231 West Charleston (Orthopedic & Spine Institute)
k. 4231 North Rancho (Orthopedic & Spine Institute)
l. 820 South Rancho Lane offices

m. 5409 East Lake Mead (Crisis Stabilization Center)

n. Eleven (11) off-campus ambulatory clinic locations:

i. Aliante Clinic

ii. Blue Diamond Clinic

iii. Centennial Hills Clinic

iv. Spring Valley Clinic

v. Enterprise Clinic

vi. Summerlin Clinic

vii. Sunset Clinic

viii. Peccole Ranch Clinic

ix. Nellis Clinic

x. Southern Highlands Clinic

xi. The Medical District Clinic

2.1.3. COMPANY must be licensed to do business in the State of Nevada.

III. COMPANY'S GENERAL OBLIGATIONS

3.1. COMPANY is responsible for all start-up costs related to the commencement of an agreement, as applicable. This includes COMPANY conducting an initial full physical inventory of all current items which fall under the purview of this Agreement and will submit a report to HOSPITAL.

3.2. COMPANY shall ensure compliance with applicable HOSPITAL policies and procedures.

3.3. COMPANY shall maintain the following hours of service:

3.3.1. **Routine Hours Coverage:**

a. COMPANY Personnel shall be onsite Monday through Friday, from 7:00 a.m. to 7:00 p.m. ("**Routine Covered Hours**"). Mission Critical Equipment shall be inspected at such times that do not interfere with normally scheduled patient services.

3.3.2. **After Hours Coverage:**

a. After hours coverage is provided at no additional charge for Mission Critical Equipment only. COMPANY employees shall be on-call and available for emergency coverage twenty-four (24) hours-a-day, and seven (7) days-a-week. "**Mission Critical Equipment**" means Equipment that the parties mutually agree is critical to HOSPITAL's operations and for which there would be no suitable replacement if it is not operational (i.e., non-redundant). The parties shall jointly determine the list of Mission Critical Equipment in writing during the initial 90-day period following the Effective Date.

b. Provide HOSPITAL with one (1) phone number to be used for all service calls 24/7.

3.3.3. **Response Time.** It is the expectation of HOSPITAL, and COMPANY will use reasonable efforts, to have responses to service calls within the response times set below:

a. Routine Covered Hours Response (Non-Emergency)

i. Response by phone to a request for services within thirty (30) minutes of such request.

ii. Physical response within twenty-four (24) hours.

b. Routine Covered Hours Response (Emergency)

i. Telephone response to emergency calls within ten (10) minutes if personnel are onsite.

ii. Physical response to emergency calls within fifteen (15) minutes if personnel are onsite.

iii. Telephone response to emergency calls within fifteen (15) minutes if personnel are offsite.

iv. Physical response to emergency calls within sixty (60) minutes if personnel are offsite.

v. Estimate of remedy time within sixty (60) minutes of physical response time.

c. After Hours Response (Non-Emergency)

Shall respond to service calls outside of routine operating hours by phone, and dispatch the service call for response during the same day of the request or the next day's routine operating hours. COMPANY and HOSPITAL's Clinical Supervisor or designee will mutually determine if the service needs to be performed the same day the problem was reported.

d. After Hours Response (Emergency)

Shall respond to service calls outside of routine operating hours by phone within thirty (30) minutes of such request, and physically respond within one (1) hour of request for service unless otherwise agreed to by HOSPITAL.

e. Up-time Guarantee

i. In the event that COMPANY cannot fix Mission Critical Equipment within one (1) hour, COMPANY must confer with the department director or his/her designee, and will be required to bring in Original Equipment Manufacturer ("**OEM**") or third party repair as requested by HOSPITAL, at COMPANY's expense.

3.4. COMPANY shall ensure that COMPANY Personnel is compensated in a comparable nature to HOSPITAL employee job classifications.

3.5. COMPANY shall ensure all compensation from current positions, including salary and benefits, remains at or above current levels.

3.6. COMPANY will be able to provide HOSPITAL with comprehensive reports, including but not limited to the following reports and audits:

3.6.1. All financial information related to its operation at HOSPITAL's Locations, including financial reports and results, as requested by HOSPITAL, to be released within a reasonable timeframe.

3.6.2. Quarterly Reports. These reports shall be department specific and shall include the following information:

a. A report of all services performed during the quarter, including a break out of expenses HOSPITAL will be invoiced for, including but not limited to after hour calls and replacement pieces needed and not included in the contract.

b. Recommendations for Equipment items requiring replacement or other managerial attention during operations and capital budget preparation.

c. A list of "Unable to Locate" Equipment.

d. Material issues experienced by COMPANY in the performance of the services or announcements of common interest, such as scheduled meetings/in-service training or new regulations pertaining to the services.

e. Progress toward specific mutually agreed upon objectives.

f. Quantitative and qualitative data including Equipment uptime, total number of service requests, average repair time, average response time, scheduled maintenance completion, total number of new inventoried Equipment, total number of Equipment retired, total number of user errors, and ECRI or FDA "Alerts," when applicable.

g. Quarterly reports will be submitted to determine if the performance measurements and incentives are being met.

h. Year-to-date charges to each Cost Center within a department detailing the total hours, part costs, and total costs for the Equipment.

3.7. COMPANY will provide online and updated access, at all times, to HOSPITAL and its designees of all Equipment on contract and service level.

3.8. COMPANY shall provide their own computer equipment and software, compatible with HOSPITAL's networking standards to render the management of services.

3.9. COMPANY is responsible for the repair, maintenance and replacement of any computer equipment and software that COMPANY is responsible for providing under this Agreement at no cost to HOSPITAL.

3.10. COMPANY's labor cost to perform all required purchasing functions for this PROJECT will be accounted for in its monthly

Compensation Rate to HOSPITAL.

3.11. COMPANY will participate in and lead appropriate hospital committees and initiatives, including emergency management planning and Environment of Care committee, when requested.

3.12. The parties shall hold meetings at least quarterly.

3.13. COMPANY shall provide onsite support during both scheduled and unannounced regulatory agency inspections (e.g., The Joint Commission and/or Det Norske Veritas ("**DNV**"). COMPANY will represent HOSPITAL during the medical equipment management portion of the inspection. If requested by HOSPITAL, COMPANY will also provide a representative for any scheduled pre/mock survey preparation services at no additional cost to HOSPITAL.

3.14. COMPANY shall ensure full compliance for all biomedical and imaging programs with The Joint Commission ("**TJC**"), DNV, State of Nevada, and other regulatory agencies through a robust Medical Equipment Management Plan ("**MEMP**") and a dedicated Quality and Compliance Department. COMPANY maintains 100% regulatory compliance by adhering to the standards set by TJC, CMS, FDA, OSHA, and others. Compliance is continuously monitored through internal audits, including the use of a Quality Assurance Assessment ("**QAA**") tool focused on DNV standards. The Environment of Care ("**EOC**") team conducts ongoing reviews of policies and procedures. COMPANY will maintain a complete customized Physical Environment manual and Medical Equipment Management Plan for the services COMPANY provides under this Agreement, copies of which will be made available to HOSPITAL upon request. A system of fail-coded work orders constantly monitors adverse trends that may affect safety and Equipment operation. Equipment, technician, and operator performance can be measured and analyzed, allowing trends to be resolved.

3.14.1. Audits and Reports. As part of COMPANY's quality program, COMPANY will perform quality audits and furnish status reports as requested. Unscheduled maintenance summaries are tabulated by department, Equipment types and manufacturer, if necessary. Individual, personalized reports can include monthly summaries, training accomplished, and maintenance problems and concerns.

3.14.2. HOSPITAL Satisfaction. Periodically, COMPANY will conduct a HOSPITAL satisfaction survey to evaluate the efficacy of the PROJECT. A survey is distributed to appropriate managers soliciting their feedback on the PROJECT and what COMPANY should do to improve or expand it. The results of the surveys will be given to HOSPITAL administration and used by COMPANY's corporate management team as one of the key performance indicators of COMPANY's total quality management ("**TQM**") program.

3.15. COMPANY acknowledges that, in compliance with HOSPITAL's statutory requirements and internal regulations, it is not authorized to execute any third party maintenance or service contracts as a signatory for HOSPITAL without obtaining prior consent. Furthermore, COMPANY shall not act as HOSPITAL's attorney-in-fact. HOSPITAL will, however, reimburse COMPANY for any requested third party maintenance and/or services, and such charges will be included in COMPANY's Compensation Rate for the PROJECT.

3.16. COMPANY will guarantee a fifteen percent (15%) savings on any current OEM service that is converted to the COMPANY portfolio.

IV. FOCUS AREAS

4.1. CLINICAL ENGINEERING

4.1.1. COMPANY shall manage all purchases of products, supplies, equipment and services utilized in the management of services. This shall include willingness to manage all biomedical and laboratory Equipment that are owned or leased by HOSPITAL if those items are identified as receiving "MGMT" coverage in the Equipment List attached as **Exhibit D**. This includes:

a. Track expiration dates of third party service contracts and warranties, and inform HOSPITAL 180 days in advance of the expiration dates. HOSPITAL shall provide COMPANY with a list of all third party service contracts and warranties to be tracked under this Section. COMPANY shall be responsible to track any third party service

contracts or warranties specifically identified on the list provided by HOSPITAL.

b. Manage Alert Tracker and recalls for all biomedical items at HOSPITAL. Manage the resolution of any ECRI or FDA "Alert" or manufacturer recall for all Equipment specifically identified in the Equipment List.

c. Management of third party service shall include initiating service calls to third party service providers, scheduling planned maintenance by third party service providers, maintaining service and performance documentation, and monitoring applicable warranty information.

4.1.2. Equipment Covered. The equipment that will be serviced under the terms and conditions of this Agreement is identified on the equipment list attached hereto and made a part of this Agreement as **Exhibit D** (that equipment, the "**Equipment**" and that list, the "**Equipment List**"). COMPANY will review and verify the Equipment List on or before the Effective Date, including verifying the specific coverage level to be provided on each Equipment item on the Equipment List; if any changes are needed to the Equipment List resulting from that review, the parties shall adjust the Equipment List and the Compensation Rate in accordance with Section II.B.2. (**Scope of Service Changes**) of this Agreement. Equipment acquired by HOSPITAL after the Effective Date will be added to this Agreement as set forth in Section 4.1.3. (**Equipment List Adjustments**) below. HOSPITAL hereby engages COMPANY as its exclusive provider of services on any Equipment COMPANY is responsible for repairing or maintaining, as identified on the Equipment List (that Equipment, the "**Exclusive Equipment**"). Accordingly, HOSPITAL shall not, without COMPANY's prior written approval, either: (a) self-perform, or engage any third party to perform, any repair or maintenance of any Exclusive Equipment; or (b) remove any Exclusive Equipment from this Agreement unless it is permanently decommissioned and removed from the Locations.

4.1.3. Equipment List Adjustments. If any Equipment additions or permitted removals are needed or requested, the Equipment List will be subject to adjustment as follows:

a. **Generally.** Unless otherwise provided in this Agreement, to add or remove Equipment from the Equipment List, or change the coverage level for any Equipment on the Equipment List, the parties must mutually agree upon the related adjustments to the Equipment List in writing.

b. **Minor Equipment.** Subject to any Compensation Rate adjustments to COMPANY required under Section 4.1.3.d. (**Contract Price Adjustments**) below, HOSPITAL is permitted to add or remove Minor Equipment from the Equipment List if, in the aggregate, the quantity of Minor Equipment does not vary by more than five percent (5%) of the initial quantity of Minor Equipment contained in the Equipment List. "**Minor Equipment**" means Exclusive Equipment with an average acquisition value of less than $10,000, as reported by the American Hospital Association, Emergency Care Research, a Pennsylvania nonprofit corporation doing business as ECRI ("**ECRI**"), or other similar neutral third party.

c. **Equipment Beyond Economical Repair.** If any Exclusive Equipment item requires repair that is Beyond Economical Repair, COMPANY may adjust the coverage level for that item as follows: (a) change the item's coverage level to "**PM**" (PM Only – Excludes Parts), as defined on the Equipment List; (b) provide coverage for that item under terms consistent with those set forth in Section 4.1.20. (**Reimbursement for Out-of-Scope Items**) below; or (c) remove the item from coverage under this Agreement. If HOSPITAL has communicated a then-current designee for the services to COMPANY under Section 5.8. (**Hospital's Obligations**) below, then prior to making any changes under this Section for an Exclusive Equipment item, COMPANY shall email that designee and provide that person with at least sixty (60) days to meet and confer with COMPANY regarding the coverage level changes to be made, but COMPANY will not be responsible for the cost of repairs for that item during that 60-day period unless the parties otherwise mutually agree. "**Beyond Economical Repair**" means each of the following: (i) the aggregate cost of repair or repairs needed for any Equipment item during any rolling 12-month period exceeds 50% of the then-current fair market value of the item; or (ii) COMPANY is unable to

obtain replacement parts meeting the specifications of the OEM for the item in accordance with Section 10.15. (**Obsolete Equipment**) of this exhibit.

d. **Contract Price Adjustments.** The Contract Price will be subject to adjustment under Section II.B.2. (**Scope of Service Changes**) to account for any adjustments to the Equipment List made under Section 4.1.3. (**Equipment List Adjustments**); however, a Contract Price Adjustment will not be due under this agreement for the addition or removal of Minor Equipment until the five percent (5%) threshold set forth in Section 4.1.3.b. (**Minor Equipment**) is reached. Once that threshold has been reached and the Contract Price has been adjusted accordingly, the Contract Price will be subject to adjustment for each subsequent five percent (5%) variance in the quantity of Minor Equipment, as compared to the quantity of Minor Equipment contained in the Equipment List at the time that the most recent Contract Price Adjustment for the Minor Equipment variance took effect.

i. Line-Item Pricing. The Equipment List identifies individual pricing for each Equipment item (each such price, a "**Line-Item Price**"). Any adjustments to the Equipment List made under this Section 4.1.3. (**Equipment List Adjustments**) will include a corresponding adjustment to the Contract Price as follows: (i) if the Equipment item is being removed from the Equipment List, the Contract Price will be reduced by the Line-Item Price for that item; (ii) if an Equipment item is being added to the Equipment List and a comparable Line-Item Price is identified on the Equipment List, the Contract Price will be increased by that comparable Line-Item Price; and (iii) if the coverage level for the Equipment item is being changed and a comparable Line-Item Price is identified on the Equipment List, the Contract Price will be adjusted to reflect the comparable Line-Item Price. Each Line-Item Price is subject to all adjustments applicable to the Contract Price, as set forth in Section II.B. (**Price Adjustments to Compensation**).

ii. Comparability. For purposes of this Section 4.1.3.d. (**Contract Price Adjustments**), for a Line-Item Price to be comparable, it must be for the same coverage level provided on the same Equipment model and manufacturer. If there is no comparable Line-Item Price identified on the Equipment List for the Equipment item to which the Contract Price adjustment relates, the adjustment will be equal to COMPANY's then-current price.

4.1.4. HOSPITAL shall provide Equipment service manuals for HOSPITAL-owned Equipment.

4.1.5. Tools and Test Equipment. COMPANY will provide and maintain any tools or test equipment required to perform the services described herein. Repairs and calibration of all of COMPANY's test equipment will be the responsibility of COMPANY.

4.1.6. Work Order and Dispatch System. Through its TeamChamps© software, COMPANY will provide online work order entry for HOSPITAL end users to enter in repair requests or work orders. Service requests can be submitted via phone or an online portal.

4.1.7. COMPANY shall monitor the Equipment for safety and proper performance in accordance with industry standards, and provide systems for documentation of testing according to the schedules required by healthcare regulating agencies.

4.1.8. Authorized Representative. HOSPITAL agrees, at its determination and in compliance with Nevada law and subject to Section 3.15. of this exhibit, to allow COMPANY to act as its duly authorized representative in performing the services such as obtaining service support, parts and/or other technical information from the manufacturer. In the event that COMPANY notifies HOSPITAL that a part, support or information cannot be obtained directly from a manufacturer by COMPANY, HOSPITAL will use its best efforts to obtain such parts, support or information directly from the manufacturer or assist COMPANY in doing so.

4.1.9. COMPANY shall provide planned maintenance, when scheduled, and safety testing as needed, for each item of Equipment receiving that level of coverage as specified on the Equipment List. This program should include preventive maintenance, safety testing, and systems performance verification. Intervals are established based on

manufacturer recommendations, The Joint Commission and/or DNV standards, and Equipment criticality for HOSPITAL. This is to include replacement of parts, as needed, subject to the exclusions identified in Section X (**Excluded Items**) below and if parts replacement is included in the coverage level specified on the Equipment List for the item needing parts replacement.

4.1.10. COMPANY shall assist HOSPITAL, as requested, in the investigation of incidents and operational issues with respect to Equipment.

4.1.11. COMPANY will be granted the right to use all test equipment already owned by HOSPITAL.

4.1.12. COMPANY will maintain Equipment owned by HOSPITAL in working order until the Equipment is no longer serviceable, subject to Section 4.1.3.c. (**Equipment Beyond Economical Repair**) above and only for Equipment for which maintenance is included in the coverage level specified on the Equipment List.

4.1.13. COMPANY is responsible for all necessary chemicals, supplies and tools needed to complete the daily operation of the Clinical Engineering Department, excluding cleaning supplies as stated in Section VI (**Task Responsibilities between HOSPITAL and COMPANY**) below.

4.1.14. Training.

a. COMPANY shall establish/schedule OEM training for products with high-abuse and avoidable damage charges. COMPANY will correlate and track training to show billable 'abuse' reduction.

4.1.15. Establish a Forward Stockage Location. COMPANY will purchase and stock the top ten percent (10%) of parts based on COMPANY's historical tracking, for those parts deemed to likely fail at a Location. This will avoid potential issues with manufacturers' stock levels and shipping delays.

4.1.16. In the event back-up staffing is needed, COMPANY will maintain a network of credentialed vendors available to provide support when specialty training is necessary or if additional staff is required. If proprietary training from the manufacturer is needed to service specific Equipment, COMPANY will coordinate with the manufacturer as appropriate.

4.1.17. Managed Third Party Contracts.

a. **COMPANY Management.** COMPANY shall manage existing third party contracts that are kept in place by HOSPITAL for any Equipment that is identified on the Equipment List as having a coverage code of "MGMT" (Management Service Only) or "PASS-THRU" (Management Service Only – included in Contract Price) (those contracts, the "**Managed Third Party Contracts**").

b. **HOSPITAL Responsibilities.**

i. HOSPITAL shall contract directly with the third parties that are party to the Managed Third Party Contracts.

ii. For COMPANY to be responsible for managing any Managed Third Party Contract, HOSPITAL must provide COMPANY with copies of the Managed Third Party Contract, all related service records, and an opportunity to inspect the Equipment covered under the Managed Third Party Contract on or before the later of the Effective Date or the date the Equipment is added to the Equipment List. If HOSPITAL fails to do so for any such Equipment, the coverage level for that Equipment will be adjusted to "IO" (Inventory Only), as defined in the Equipment List.

c. **Right of First Refusal.** As each Managed Third Party Contract expires, HOSPITAL shall provide COMPANY with an opportunity to propose pricing for COMPANY to provide direct coverage on each Equipment item covered under the expiring Managed Third Party Contract. Effective as of the date that Managed Third Party Contract expires, and notwithstanding anything in Section 4.1.3. (**Equipment List Adjustments**) to the contrary, the Equipment List and Contract Price will be adjusted to reflect COMPANY's proposal for that Equipment without exception unless: (i) COMPANY refuses to provide pricing on the Equipment, or (ii)

COMPANY's pricing is not equivalent to or better than any proposed pricing HOSPITAL receives from a third party vendor to provide similar coverage.

d. **Pass-Thru Coverage Level.** COMPANY shall pay the costs of any Managed Third Party Contracts receiving the "PASS-THRU" coverage level, and HOSPITAL shall directly reimburse COMPANY for those costs as part of the Contract Price. HOSPITAL acknowledges that COMPANY is not a payment processing company and only offers "PASS-THRU" coverage as an accommodation until the Equipment receiving that coverage can transition to direct coverage by COMPANY. Accordingly, if HOSPITAL breaches any of its obligations under Section 4.1.17.c. (**Right of First Refusal**) above, and that breach results in a failure of the Equipment to transition to direct coverage by COMPANY as expected, COMPANY may terminate this Agreement. Notwithstanding the foregoing, COMPANY will provide a zero percentage (0%) mark-up for all PASS-THRU invoices or services that are subcontracted out to a third party or to a vendor. COMPANY is responsible to ensure that subcontracts have the proper certifications, licenses, training and adhere to all local, city and federal regulations as well as to safety standards.

4.1.18. Escalation Guidelines. It is the goal of COMPANY technicians to respond to emergency calls within the response times set forth above. At each step, HOSPITAL's clinical managers will be notified of the current status and will have the authority to escalate the process without penalty or additional fee.

a. If the repair cannot be accomplished within two (2) hours of the initial call, COMPANY's technician will so inform HOSPITAL's clinical manager and arrange for additional support via telephone with COMPANY's specialists or an approved qualified vendor.

b. If the repair time exceeds six (6) hours, then COMPANY's technician will arrange to have a COMPANY specialist or an approved vendor provide an onsite service call.

c. If the repair time exceeds twenty-four (24) hours, the original equipment manufacturer ("**OEM**") will be called for support.

d. COMPANY maintains an average repair turnaround time of under five (5) days, excluding delays due to parts or third party service dependencies.

4.1.19. Repair Parts. COMPANY will pay for replacement parts needed by its technicians for maintaining or repairing the Equipment, with exceptions as noted in the terms and conditions. COMPANY, in its sole discretion, shall select the vendors it will utilize to provide any parts provided to HOSPITAL hereunder. If after acceptance of this Agreement, COMPANY or its suppliers redesign any product or parts specified in this Agreement and the redesigned product or parts are of like grade, quality and value, and perform the same function as the product or parts specified, COMPANY shall have the right to substitute the redesigned product or parts.

4.1.20. Reimbursement for Out-of-Scope Items. HOSPITAL may request that COMPANY provide an item that is listed on the Excluded Items list, or purchase an item for which HOSPITAL is responsible for paying the vendor directly under Section III.C.1. (**Vendor Payment Responsibility**) or Section 4.1.19. (**Repair Parts**) above. If COMPANY agrees to provide any such items at HOSPITAL's request, HOSPITAL shall pay COMPANY the amount identified in the quote COMPANY issues to HOSPITAL in response to that request.

4.1.21. Perform Preventive Maintenance ("**PM**"), including calibration and electrical safety testing, in accordance to a CMS-compliant Alternate Equipment Management ("**AEM**") program that incorporates OEM recommendations. PM schedules are risk-based and managed through TeamChamps©. Life-supporting and high-risk Equipment receive 100% PM completion, with exceptions only for Equipment that is in use, out for service, or unable to be located. Also, a dedicated rounding program, trackable in TeamChamps©, will be implemented to find issues before they create downtime in critical Equipment.

4.1.22. Record Responsibility. All hard-copy records of the maintenance performed by COMPANY during the Term of this Agreement will be HOSPITAL's property. COMPANY shall maintain the records in a safe and secure manner, and will return such records to HOSPITAL upon termination or expiration of this Agreement.

4.1.23. Post Termination Expenses.

a. **High-End Materials.** If the services include COMPANY's provision of High-End Materials on any Equipment and those services are terminated, HOSPITAL shall pay COMPANY a prorated amount for those High-End Materials. The prorated amount HOSPITAL shall pay will be equal to the cost of the High-End Materials, divided by thirty-six (36), and multiplied by the number of full months remaining from the date of termination of the services on the Equipment containing the High-End Materials until thirty-six (36) months following the date the High-End Materials were installed. HOSPITAL shall make any payment required for High-End Materials under this Section on or before the date the services on the Equipment containing the High-End Materials are terminated.

b. **Vendor Contracts.** If COMPANY has entered into any maintenance or service contract with a third party vendor for any Equipment, and if the services on that Equipment are terminated by HOSPITAL for any reason, HOSPITAL shall assume all financial obligations related to the third party vendor contract, including ongoing costs and any penalties or damages, in accordance with Nevada law, resulting from the early termination of this Agreement.

c. **High-End Materials Definitions.** In this agreement, the following definitions apply:

i. "**Glassware**" means X-ray tubes, CT tubes, camera tubes, vidicon/plumicon tubes, image intensifiers, cathode ray tubes (CRTs), liquid crystal displays (LCDs), laser tubes, and digital detectors.

ii. "**High-End Materials**" means Glassware, Probes, surgical scopes, transducers, cryogens, and nuclear medicine crystals.

4.1.24. Coverage on MRIs and Ultrasound Machines.

a. **Full-Service MRI Equipment** (*OPTIONAL SERVICES*)**.** If COMPANY is providing services on magnetic resonance imaging ("**MRI**"), Equipment that is receiving either "FS" (Full Service) or "FWG" (Full Service, With Glass) coverage as defined and identified on the Equipment List (that Equipment, the "**Full-Service MRI Equipment**"), the following terms apply:

i. **Coils.** At no additional cost to HOSPITAL, COMPANY shall repair and maintain, but is not responsible for replacement of, up to seven (7) Standard Coils for each Full-Service MRI Equipment item. For COMPANY to provide coverage for any Standard Coils in excess of that amount, as well as coverage for any Specialty Coils, the parties must agree in writing on an increase to the Contract Price to include that coverage. Otherwise, any such coils are excluded from coverage under this Agreement. In this agreement, the following definitions apply:

1. "**Specialty Coils**" means any coil that is not a Standard Coil, including breast, AIR™, Mayo Clinic specialty wrist, long-bone, pediatric, whole body, endorectal, loop, neck, contour, special purpose (e.g., carotids or small field of view), peripheral angio, or microscopy set.

2. "**Standard Coils**" means any of the following coils: head, spine, extremity (ankle, wrist [except for Mayo Clinic specialty wrist], shoulder, knee or foot), brain, body array, flex, body transmit, torso, or cervical thoracic lumbar.

ii. **Cryogen Replenishment.** At no additional cost to HOSPITAL, COMPANY shall provide Standard Cryogen Replenishment for each Full-Service MRI Equipment item when required as determined by the product specifications applicable to that item, including labor, transportation and, if applicable, taxes associated with Standard Cryogen Replenishment. However, COMPANY will not be required to incur more than $10,000 for Standard Cryogen Replenishment for any Full-Service MRI Equipment item during

any year of this Agreement (that amount, the "**Cryogen Cap**"). For COMPANY to replenish cryogen that exceeds the Cryogen Cap, or that does not constitute Standard Cryogen Replenishment, HOSPITAL must agree in writing to reimburse COMPANY for the costs associated with that cryogen replenishment as an Out-Of-Scope Item. "**Standard Cryogen Replenishment**" means cryogen replenishment that would ordinarily be needed when the Full-Service MRI Equipment item is operated in accordance with the OEM requirements and instructions applicable to that item, and excludes cryogen replenishment necessitated by any of the following events: (1) HOSPITAL's failure to maintain the physical environment in accordance with Section 4.1.24.c.i. (**Maintenance of Environment**) below; (2) cryogen loss due to maintenance provided by a party other than COMPANY or its subcontractors; (3) a quench (unless caused by COMPANY's or its subcontractor's negligence); and (4) ramp down of the Equipment item due to any accident (e.g., metal objects/projectiles) unless caused by COMPANY's or its subcontractor's negligence.

iii. **Monitoring.** For all Full-Service MRI Equipment items, COMPANY shall monitor the MRI Equipment, including cryogen levels and any malfunctions of a magnet refrigeration component (e.g., cold heads, chillers, or cold head compressors). However, HOSPITAL acknowledges that COMPANY intends to use remote magnet monitoring services to monitor the Full-Service MRI Equipment, and for COMPANY to do so, HOSPITAL and its Information Technology Department must permit COMPANY to implement those remote magnet monitoring services; otherwise, until they are implemented, for COMPANY to be responsible for monitoring the Full-Service MRI Equipment, the parties must mutually agree in writing upon the increase to the Contract Price and adjustments needed to any key performance indicators related to uptime to account for COMPANY implementing a manual monitoring process. COMPANY is not responsible for monitoring any MRI Equipment that is not a Full-Service MRI Equipment.

b. **FWG Ultrasound Equipment** (*OPTIONAL SERVICES*)**.** If COMPANY is providing services on Ultrasound Equipment that is receiving "FWG" (Full Service, With Glass) coverage as identified on the Equipment List (that Equipment, the "**FWG Ultrasound Equipment**"), at no additional cost to HOSPITAL, COMPANY shall repair and maintain up to three (3) Standard Probes for each FWG Ultrasound Equipment item, but COMPANY is not responsible for the cost of replacing any such Probes unless otherwise mutually agreed in writing by the parties. For COMPANY to provide coverage for any Standard Probes in excess of that amount, as well as coverage for any Non-Standard Probe, the parties must agree in writing on an increase to the Contract Price to include that coverage. Otherwise, any such Probes are excluded from the services. In this Agreement, the following definitions apply:

i. "**Non-Standard Probe**" means any of the following Probes: 3D, 3D/4D, 4D, and invasive/TEE ("**Transesophageal Echocardiogram**").

ii. "**Probe**" means the part of the Ultrasound Equipment that touches the patient's body and is also known as a transducer.

iii. "**Standard Probe**" means any Probe that is not a Non-Standard Probe.

c. **HOSPITAL Responsibilities.**

i. **Maintenance of Environment.** HOSPITAL shall provide and properly maintain heating and cooling equipment, including chillers, compressors, and other refrigeration equipment, to maintain the temperature in the areas where the Equipment is located in accordance with the Equipment manufacturers' recommendations. HOSPITAL shall pay the cost of any repairs to Equipment (including, if applicable, cryogen refills) caused by its failure to provide or properly maintain any such equipment. However, HOSPITAL's obligations under this Section do not apply to any MRI or computed tomography

("**CT**") chillers that COMPANY is responsible for repairing and maintaining, as identified on the Equipment List.

4.2. **EQUIPMENT DISTRIBUTION MANAGEMENT AND OTHER EQUIPMENT-RELATED TASKS**

4.2.1. Equipment Cleaning and Distribution Management Services for mobile and portable medical equipment, as identified in Section 4.2.2. below, include all staff and equipment owned or leased by HOSPITAL. COMPANY must also include effective measures to prevent loss.

4.2.2. COMPANY will provide all labor needed to perform mobile and portable medical Equipment Cleaning and Distribution Management Services as follows:

a. Maintain appropriate staffing levels to manage and oversee the program.

b. 24x7x365 Equipment Cleaning and Distribution Management Services for mobile and portable medical equipment.

c. Daily rounding of all soiled utility rooms, two (2) times per shift, six (6) times per day.

d. Device cleaning and disinfection per the manufacturer specifications utilizing approved cleaning agents to be provided by HOSPITAL. Each device will undergo pre-use validation to confirm it is clean, functional and safe for clinical use.

e. Cleaned devices are returned to the clean utility storage room within the department and/or returned to the clean utility storage in the Equipment Distribution Department for future deployment.

f. Monitor equipment par levels within each department and notify HOSPITAL when additional equipment is needed to maintain par levels.

g. Deliver stored equipment to departments when requested.

h. Assist COMPANY's biomedical staff with locating devices requiring preventive maintenance.

i. Management of Wound Vac distribution and cleaning per HOSPITAL policy.

4.2.3. COMPANY is responsible to ensure that any subcontractors engaged to perform work under this Section 4.2. have the proper certifications, licenses, training and adhere to all local, city and federal regulations as well as to safety standards.

4.2.4. Equipment Procurement.

Determining whether to repair or replace medical Equipment will be based on a data-driven, life cycle management approach. Upon request, COMPANY will help HOSPITAL in the evaluation of each asset from acquisition through end-of-life, using real-time data, predictive analytics and clinical engineering expertise to ensure patient safety, reliability, compliance, and cost-effectiveness. Replacement is recommended when the Equipment can no longer support safe or effective patient care, demonstrates declining reliability or ROI, experiences repeated failures, or becomes obsolete or unsupported by the OEM.

Decisions are guided by objective criteria including patient safety, age, condition, utilization, service history, maintenance costs, regulatory risk and operational impact. These factors are combined with maintenance data to generate an unbiased replacement priority score, helping avoid both premature capital spending and excessive life extension.

COMPANY will support HOSPITAL as a vendor-neutral, trusted advisor, providing technical expertise and independent analysis to inform capital purchasing decisions. Using COMPANY's capital planning and asset management platforms, COMPANY will analyze Equipment condition, utilization and serviceability to identify assets best suited for continued repair, redeployment or replacement.

a. **Capital Asset Management Services.** Upon the request of HOSPITAL, COMPANY will assist in the evaluation and provide technical expertise on Equipment procurement decisions and purchase planning of current and future capital assets. This includes support for budget preparation, recommendations on priorities, and assistance in preparing purchase specifications.

b. **Equipment Purchasing.** Upon the request of HOSPITAL, COMPANY will provide assistance in the review of HOSPITAL's Equipment inventory and furnish Equipment repair histories to support asset replacement decisions along with warranty recommendations, and COMPANY'S review and selection for new Equipment purchases.

4.2.5. Equipment Inspections.

a. **Incoming Equipment.** COMPANY will perform an incoming inspection on any piece of clinical equipment being brought into the Location. This inspection applies to newly purchased equipment, leased or rented units, and doctor-owned pieces. This inspection typically includes a performance verification test and/or an electrical safety inspection. Any piece of equipment that does not pass inspection will not be released for use in the Location. Instead, it will be tagged as "Do Not Use" and HOSPITAL's liaison notified with a request for disposition.

b. **Preventive Maintenance Services and Electrical Safety Inspections.** COMPANY will perform scheduled preventive maintenance services and/or electrical safety inspections, where applicable, in accordance with appropriate codes, standards, regulations and COMPANY's written procedures on the Equipment. Preventive maintenance includes cleaning (but not housekeeping), adjusting, lubricating, inspecting, and testing procedures designed to prevent Equipment failure, Equipment downtime, and to verify good operating condition. Inspection stickers will be applied to all inspected Equipment. Equipment not meeting the specifications will be tagged and removed from service until repaired. COMPANY will notify designated HOSPITAL representatives of this condition. COMPANY will maintain records which will meet regulatory agency requirements.

c. **Hazard Alerts and Recalls.** In the event covered Equipment is the subject of an ECRI or FDA "Alert" and/or manufacturer's recall, COMPANY's supervisor will assist HOSPITAL to ensure that the required work is performed and documented, including managing HOSPITAL's Alert Tracker program.

d. **Intent to Service on Schedule.** COMPANY intends to service the Equipment during the month that it is scheduled for inspection. However, COMPANY shall not be responsible for delays or charges incurred because of inaccessibility of the Equipment. COMPANY will attempt to schedule Equipment maintenance in advance to avoid conflict.

4.2.6. In-Service Education. At HOSPITAL's request, COMPANY will provide in-service education for Equipment operators and attend manufacturer's in-service training sessions on new Equipment. COMPANY will document training and provide HOSPITAL with copies of certificates.

4.2.7. ATP Testing. COMPANY shall provide ATP testing services for reprocessed mobile and portable medical equipment to provide reasonable assurance of reprocessing effectiveness as follows:

a. Implement ATP ("**Adenosine Triphosphate**") testing as part of COMPANY's equipREADY program for reprocessed, in-scope mobile and portable medical equipment. ATP testing is a monitoring and quality assurance tool and does not constitute sterilization, disinfection, microbiological testing, regulatory certification, or a guarantee that equipment is free from pathogens or infectious risk.

b. Perform sample ATP testing in clean storage locations using a calibrated ATP luminometer and related testing supplies in accordance with COMPANY's established protocols and applicable manufacturer instructions.

c. Document ATP testing results through COMPANY's designated testing platform or other approved documentation method, including testing location, equipment tested, date of testing, and applicable result.

d. Periodically review ATP testing results, identify trends, and report material findings, including recurring test failures, environmental causes or other concerning patterns, to HOSPITAL's designee.

e. Undertake and report on root cause analysis and corresponding corrective action plans where test results fall below an established threshold for a given reporting period.

4.3. **REAL-TIME LOCATION SYSTEM (RTLS)**

4.3.1. Provide project management to HOSPITAL's third party Real-Time Location System ("**RTLS**"), presently with CenTrak, which tracks HOSPITAL's (i) physical assets/Equipment and (ii) people via radio frequency identification

("**RFID**"). The RTLS:

a. Offers real-time monitoring and asset management service to track system health, alerts, view historical data and run reports to manage the overall operational efficiency of installed devices, sensors and tags;
b. Provides real-time tracking of staff and patients (i.e., infants, pediatrics, neonatal and wandering patients); and
c. Monitors networked door controllers (with magnetic door locks).

4.3.2. COMPANY will support HOSPITAL's loss prevention efforts by:

a. Providing real-time visibility into Equipment movement and usage.
b. Reporting dashboards to flag unusual activity.
c. Offering fleet rightsizing and utilization analytics to reduce unnecessary rentals and improve asset efficiency. COMPANY shall integrate "rental tracking" into the RTLS system which shall improve the financial ROI of rentals through timely turn-ins and reduced charges due to lost Equipment.
d. Reducing Equipment misplacement.

4.3.3. Management Services provided by COMPANY include:

a. Maintaining an appropriate staffing level to oversee the program (approximately 4,500 total tagged items).
b. Managing the RTLS system database (training of HOSPITAL staff and providing reports).
c. Procuring, at HOSPITAL's expense, new tags as required.
d. Tagging new Equipment that HOSPITAL requests to be tracked.
    i. Initialize tag
    ii. Affix tag to device
    iii. Add tag and device to HOSPITAL's then-current infant protection system (i.e., CenTrak system)
e. Manage tagged HOSPITAL Equipment.
    i. Monitor battery life of tagged devices in the CenTrak system
f. Procure and replace depleted batteries at HOSPITAL's expense, as required.
    i. Replace missing, lost or broken tags as needed
    ii. Re-purpose existing tags from old to new devices
g. CenTrak database management.
    i. Train HOSPITAL staff on use of the CenTrak system
    ii. Provide tracking report to HOSPITAL staff as requested
    iii. Generate and provide reports as requested
h. Loss management.
    i. Flag devices that have moved past HOSPITAL monitored egresses
i. If the device does not report in the CenTrak database after thirty (30) days of being flagged, COMPANY will:
    i. Report loss to HOSPITAL Security
    ii. Supply location history report
    iii. Assist HOSPITAL with required reporting when requested

V. HOSPITAL'S OBLIGATIONS

HOSPITAL shall provide COMPANY the following upon commencement and during the Term of this Agreement:

5.1. Access to a suitable onsite workshop with workbench and all needed utilities, air conditioning and janitorial services (NOTE: COMPANY will utilize the existing biomedical engineering maintenance area as its workshop and office area).
5.2. A secure area for test equipment, tools and repair parts storage.
5.3. Access to HOSPITAL's cafeteria and other general facilities such as restrooms and vendor/contractor parking.
5.4. Equipment service manuals for HOSPITAL-owned Equipment.
5.5. Access to a computer for HOSPITAL's e-mail system.

5.6. Correction of problems or defects as a result of maintenance work or system changes by HOSPITAL or third party personnel which are not authorized by COMPANY.

5.7. Routine care and cleaning of the Equipment in accordance with instructions provided by the manufacturer (except as otherwise provided under Section 4.2. above).

5.8. HOSPITAL shall designate an individual who will be responsible for communications between HOSPITAL and COMPANY. Unless advised to the contrary in writing by HOSPITAL, COMPANY shall be able to rely on any communication, information and approvals from HOSPITAL's designee.

5.9. HOSPITAL agrees not to permit the maintenance of the Equipment, other than COMPANY Personnel, without the written approval of COMPANY. HOSPITAL will be liable to COMPANY for any reasonable and documented costs incurred by COMPANY as a result of any unauthorized maintenance.

5.10. HOSPITAL agrees, at its determination and in compliance with Nevada law, to allow COMPANY to:

5.10.1. Process claims under applicable warranties.

5.10.2. Dispatch HOSPITAL and other third party service personnel.

5.10.3. Use equipment software that is licensed to HOSPITAL, specifically for the purpose of servicing covered Equipment.

5.10.4. Manage any existing maintenance contracts that remain in effect per Section 4.1.17.a. (**COMPANY Management**) of this exhibit.

VI. TASK RESPONSIBILITIES BETWEEN HOSPITAL AND COMPANY

ITEM	COMPANY	HOSPITAL
SPACE TO PERFORM SERVICES UNDER THE AGREEMENT		X
CLEANING SUPPLIES		X
OFFICE EQUIPMENT		X
TRAINED FTE'S	X	
MEDICAL EQUIPMENT MANAGEMENT PLAN	X	
COMPUTER MAINTENANCE MANAGEMENT SYSTEM (TEAMCHAMPS©)	X	
RTLS (INCLUDING TAGS AND BATTERIES)		X
PARTS (FOR EQUIPMENT RECEIVING FULL SERVICE COVERAGE LEVELS ONLY)	X	
MEDICAL EQUIPMENT SOFTWARE		X
AFTER HOURS COVERAGE	X	
RTLS PROJECT MANAGEMENT SERVICES (AS SPECIFIED IN SECTION 4.3.)	X	

VII. CUSTOMER SERVICE

7.1. COMPANY provides a comprehensive support infrastructure that includes both onsite and remote capabilities. COMPANY offers a direct phone dispatch line for immediate service requests, which is forwarded to an on-call technician after hours to ensure 24/7 coverage. Additionally, an online service requester portal is available through COMPANY's TeamChamps© software, allowing HOSPITAL end users to submit and track work orders in real time. This system confirms receipt, assigns the request to the appropriate technician, and provides status updates throughout the service process.

7.2. COMPANY shall use its Technical Resource Center to provide support for parts sourcing, offering 24/7 access to parts and supplies, and enabling COMPANY technicians to maintain functional assets.

VIII. STAFFING

8.1. The staffing model for this PROJECT includes nineteen (19) full-time onsite employees, comprised of:

- **One (1) Unit Director:** Provides strategic leadership, oversees compliance with regulatory standards, and ensures alignment with HOSPITAL's goals. Acts as the primary liaison for executive-level coordination.

- **One (1) Administrative Assistant:** Manages scheduling, documentation and communication logistics to support operational efficiency.
- **Two (2) Project Managers:** Responsible for day-to-day PROJECT execution, milestone tracking, and stakeholder engagement. They ensure deliverables are met on-time and within scope.
- **Seven (7) Biomedical Equipment Technicians (BMETs):** Perform preventive and corrective maintenance, safety inspections, and Equipment troubleshooting. They ensure all clinical Equipment is compliant and operational.
- **Two (2) Imaging Service Engineers (ISEs):** Specialize in diagnostic imaging systems, providing expert-level service, calibration, and repair.
- **Six (6) Equipment Distribution Technicians:** Handle Equipment logistics, including delivery, setup, retrieval, and inventory tracking.

8.2. COMPANY also offers remote support, disaster recovery planning, and access to COMPANY's Crisis Command Center for emergency response.

IX. WARRANTY REQUIREMENTS

9.1. COMPANY's standards for Equipment repair and replacement are designed to ensure cost-effective, timely, and high-quality service delivery. COMPANY will evaluate each piece of Equipment based on documentation, parts availability, and the ability of in-house staff to perform the required work. This allows COMPANY to determine the most appropriate and economical coverage model for each asset.

9.1.1. **Repair Standards.**

a. Parts Availability: A key consideration is whether parts are readily available and whether COMPANY can acquire them within a reasonable timeframe. Contracts may specify whether shipping costs and troubleshooting time are included or billed separately.

b. Service Coverage: If the parties agree that service will be provided through a third party service agreement, COMPANY will assess whether the contract includes full coverage or excludes certain high-cost parts. These exclusions are clearly stated and negotiated as needed.

c. Response Time: Repair timelines will be defined in any such service agreements, and work order milestones are communicated to stakeholders to ensure transparency and accountability.

d. Cost Controls: Miscellaneous expenses such as travel, lodging, and meals will be reviewed in advance to determine if they are covered under the contract or subject to negotiation.

9.1.2. **Replacement Standards.**

a. Equipment with unusual repair histories or safety concerns will be flagged for evaluation. If replacement is recommended, COMPANY will coordinate with the appropriate departments to initiate the process.

b. New Equipment coming off warranty will be reviewed for inclusion under service agreements, with pricing aligned to existing contract terms or lower.

9.1.3. **Warranties and Contractual Terms.**

a. COMPANY SHALL PROMPTLY PROVIDE TO HOSPITAL NOTICE OF ANY MANUFACTURER'S WARRANTIES THAT ARE APPLICABLE TO ANY GOODS OR SERVICES COMPANY FURNISHES THROUGH ITS VENDORS UNDER THIS AGREEMENT; HOWEVER, COMPANY MAKES NO SEPARATE WARRANTIES WITH RESPECT TO THOSE GOODS AND/OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY.

b. For Equipment under warranty (i.e., Equipment listed on the Equipment List with the "Warranty" coverage level), COMPANY will manage or triage the service request and ensure proper routing and communication with HOSPITAL. No later than 180 days prior to the date the warranty or warranties applicable to that Equipment expire, COMPANY shall present HOSPITAL with service options and their associated costs and terms for

continued service coverage following expiration of the warranty, subject to COMPANY's right of first refusal identified in Section 4.1.17.c. above (**Right of First Refusal**). Any such post-warranty services COMPANY provides will be subject to the parties entering into a mutually agreed-upon amendment to this Agreement reflecting the scope and pricing for those services. COMPANY does not guarantee uninterrupted coverage following expiration of the warranty unless the parties agree that COMPANY will provide coverage on the Equipment covered by the warranty and execute the necessary amendment before the warranty expires.

c. Ensure that repairs and replacements are handled efficiently, transparently, and in alignment with HOSPITAL's operational and financial goals.

9.2. COMPANY warrants that the services, products or parts provided hereunder will be free from defects in material and workmanship, under normal use and operation, for a period of thirty (30) days from the date of termination of this Agreement, except to the extent the failure results from negligence of HOSPITAL. During this period of time, COMPANY shall repair such defects at COMPANY's expense. Defective parts replaced under this warranty shall become the property of COMPANY. Parts generally considered as expendable during normal use, such as lamps, fuses, door gaskets, etc., are not covered under this warranty.

9.3. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

X. EXCLUDED ITEMS

The types of parts and services set forth below are beyond the scope of the PROJECT and are therefore excluded unless otherwise indicated as a specific inclusion.

10.1. Consumables and Normal Operator-Replaceable Items – i.e. batteries, patient cables & electrode wires, power cables & plugs, stylus, pens, print heads, chart paper, paper, chemicals, detergents, film, electrodes, sensors, tubing, film magazines, portable x-ray machine batteries and other expendables.

10.2. Computer Software – includes operating systems, restorative, enhancement software, etc.

10.3. Non-HOSPITAL Owned Assets – i.e. rentals, leased, loaner, demo equipment, etc., except for the incoming inspections COMPANY is responsible for performing under Section 4.2.5.a. (**Incoming Equipment**). Service for non-HOSPITAL owned items will be managed by COMPANY and tracked in its asset management system. Costs for the actual maintenance will be the responsibility of HOSPITAL or the appropriate owner of the equipment.

10.4. Fiberoptics, Optics and related Accessories – i.e. handpiece, lens, telescope, light cord, adaptors, etc. (other than power supply/light source).

10.5. Glassware and Installation – Notwithstanding Section 4.1.23.c. (**High-End Materials Definitions**) of this exhibit, "Glassware" for this Section 10.5.'s purposes means x-ray tubes, CT tubes, camera tubes, vidicon/plumicon tubes, image intensifiers, CRTs, LCDs, transducers, Probes (except TEE probes), cryogens, and nuclear medicine crystals. Glassware shall not be excluded with regard to any items receiving the "FWG" level of coverage on **Exhibit D**.

10.6. Digital detectors and klystrons.

10.7. TEE probes (unless otherwise included as an Equipment item on the Equipment List).

10.8. Wave guides.

10.9. Refrigeration equipment and compressors.

10.10. Equipment Relocations – de-installation, movement, installation, or associated services.

10.11. Accessories – an accessory to a system, is a peripheral device that may or may not be essential but is one that does not affect the operation of the system or main device (e.g. a remote control for an operating room table or a remote keypad for a patient monitor).

10.12. Equipment overhauls, rebuilds, manufacturer-ordered modifications, manufacturer-mandated metered service events, or any governmental authority or due to unforeseen technological developments, metered service events, and Equipment upgrades and repairs for any Equipment under warranty (as specified in the Equipment List under the "W" coverage code).

10.13. Upgrades and Warranty Repairs – if requested, COMPANY will perform the overhauls, rebuilds, modifications, upgrades, and warranty repairs at current market rates plus the cost of any parts. Note that COMPANY can only perform this type of repair if authorized by HOSPITAL and by the manufacturer. COMPANY will work with HOSPITAL to ensure that the best possible work will be done at a fair price.

10.14. Pre-Existing Conditions – the Equipment must be in good operating condition and installed properly prior to COMPANY assuming responsibility. Pieces that are not in good operating condition will be added to the PROJECT as soon as they are brought up to standards. After contract start-up, COMPANY will provide a list of equipment being excluded and an approximate cost to repair it. The parties will then mutually agree on whether to include such equipment in the PROJECT and upon the applicable Contract Price increases.

10.15. Obsolete Equipment – COMPANY will, to the best of its ability, attempt to locate parts and ancillary service for any piece of Equipment that the manufacturer has declared obsolete and no longer provides service support or parts for same. If parts and/or service support cannot be located, COMPANY will no longer be responsible for the maintenance of that piece of Equipment.

10.16. Maintenance, repairs, or replacement parts arising out of damage caused by (a) HOSPITAL and/or operator negligence, misuse, or abuse, or (b) maintenance or repair work performed by anyone other than COMPANY authorized personnel.

10.17. Damage to Equipment caused by "Dirty Power" (i.e. power spikes, surges, sags, fluctuations, or other such abnormalities in power quality).

10.18. Damage to Equipment caused by environmental events outside of COMPANY's control (e.g. floods, fires, heating or cooling malfunctions in the room in which the Equipment is located, etc.).

EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to 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 COMPANY must give HOSPITAL thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance.

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 F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

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

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 per claim and in the aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

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

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

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

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, to the extent caused by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

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

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

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

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

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

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

6. Worker's Compensation

7. Professional Liability
   (M) Policy Number
   (N) Policy Effective Date
   (O) Policy Expiration Date
   (P) Aggregate ($1,000,000)

8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

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

10. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2026

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

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

PRODUCER
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

CN102832071-Compa-UMB10-26- Intel. Intel.

CONTACT NAME: Compass Group USA, Inc.
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CompassCerts@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER B : AIU Insurance Co	19399
INSURER C : ACE Property And Casualty Ins Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Intelas Health
A Division of Compass Group USA, Inc.
2400 Yorkmont Rd
Charlotte, NC 28217

COVERAGES **CERTIFICATE NUMBER:** ATL-005797532-07 **REVISION NUMBER:** 9

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X SIR: $1,000,000 X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL 6547187	09/30/2026	09/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 10,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AL 7030998 (AOS incl.Garagekeepers) AL 7030999 (MA) 'Self Insured for Physical Damage'	09/30/2026 09/30/2026	09/30/2027 09/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			XOO G27738631	09/30/2026	09/30/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 14111814 (AOS) See Acord 101	09/30/2026	09/30/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Clinical Engineering & Equipment Distribution Management Services

CERTIFICATE HOLDER

University Medical Center of Southern Nevada
c/o Legal Department
Attn: Kristine Sy
1800 W. Charleston Blvd.
Las Vegas, NV 89102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Docusign Envelope ID: 2CF9FEDC-3420-8B21-824E-4B309D789C0E

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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 LEGAL DEPARTMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

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

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

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

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st of November, 2026, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Intelas Health, Inc.**, a Pennsylvania corporation (hereinafter referred to as "Business Associate"), each such entity, individually, a "Party" and collectively, the "Parties".

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

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

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

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

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

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

compliance. If, after such 30-day period, this Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

By:_____
Mason Van Houweling
Chief Executive Officer

Date:_____

BUSINESS ASSOCIATE:

Signed by:
By: James D. Cheek
3B6FB307AFCD4F1...
James D. Cheek
President

Date: 9/1/2026

EXHIBIT D
EQUIPMENT LIST

The Equipment List can be found as a separate attachment to this Agreement, to be executed by both Parties, and is incorporated into this Agreement by this reference.

Coverage Level Descriptions

Code	Coverage Level	Definition
ES	Electrical Safety Only	Electrical Safety only – all other services are billable at COMPANY's prevailing time and material rates ("T&M").
FS	Full Service	All Repairs/Parts/Labor/PM/ES.
FNG	Full Service, No Glass	Imaging Equipment Coverage – all repairs/parts/PM/excluding Glassware.
FWG	Full Service, With Glass	Imaging Equipment Coverage – all repairs/parts/PM/including Glassware.
IO	Inventory Only	Equipment is maintained on inventory listing only – all other services are billable at T&M. COMPANY will assist HOSPITAL in obtaining service if requested. COMPANY is not responsible for scheduling PMs/obtaining service/maintaining documentation.
L	Leased	Leased equipment maintained on inventory – COMPANY is responsible for scheduling PMs/obtaining service/maintaining documentation.
MGMT	Management Service Only	Services performed by outside vendor/contract. COMPANY is responsible for scheduling PMs/obtaining service/maintaining documentation.
PASS-THRU	Management Service Only - Included in Contract Price	Services performed by outside vendor and vendor contract is included in Contract Price. COMPANY is responsible for scheduling PMs/obtaining service/maintaining documentation.
PM	PM Only - Excludes Parts	Planned Maintenance ("PM") only to exclude PM kits/parts – all parts and services billable at T&M.
PM/RP	PM/Repairs Only	All labor and travel charges related to PM/Repair are covered – all parts are billable.
PMP	PM Only - Includes Parts	Planned Maintenance Only to include PM kits/parts and labor (unless excluded under contract) – all other services billable at T&M.
PO	Parts Only	Parts Only are covered – all labor expense is billable.
R	Repair Only	Repair labor is covered only. All parts/PM, ES and other services billable at T&M.
RP	Repair & Parts	Repair parts and labor covered. PM labor/parts and other services billable.
RR	Reagent Rental/Cost per Procedure	Equipment obtained through HOSPITAL reagent agreement/cost per procedure – COMPANY is responsible for scheduling service/maintaining documentation/managing vendor service.
W	Warranty	Services performed by outside vendor. COMPANY is responsible for scheduling service/maintaining documentation/managing vendor service.

[Refer to attached Equipment List]

EQUIPMENT LIST

[A complete copy of this Equipment List is on file at the UMC Legal Department at 1800 W. Charleston Blvd., Las Vegas, NV 89102]

EXHIBIT E
AUTHORIZATION AGREEMENT

University Medical Center of Southern Nevada ("Customer") has selected Intelas Health, Inc. ("Intelas") as its principal provider of equipment maintenance under the RFP No. 2026-02 Agreement for Clinical Engineering, Equipment Distribution Management and Project Management Services between Intelas and Customer executed on 11/1/2026 (the "Agreement"), and as such, designates Intelas, its officers, managers, representatives and designated employees, to act on Customer's behalf to conduct business in the matters outlined below and in compliance with the requirements of the Agreement. Customer acknowledges and agrees to the following:

1. Intelas may negotiate, terminate, amend, and/or enter into service agreements related to Customer's equipment that is subject to the Agreement ("Equipment"); however, such service agreements shall not contain provisions that provide for indemnification by Customer. Intelas shall further use reasonable efforts to ensure that the governing law, jurisdiction, or place of arbitration in each service agreement is not in any other venue or state besides Clark County, Nevada or, in the alternative, that governing law and/or jurisdiction are kept silent; however, if the applicable vendor will not agree to either arrangement, Customer will be responsible for contracting directly with the vendor.

2. Intelas may obtain service and repair support for the Equipment and any other necessities related to the Equipment required to perform the services under the Agreement ("Repair Services").

3. Intelas may obtain, develop, negotiate, or enter into training agreements related to the Equipment.

4. A condition precedent to Intelas' financial responsibility for any Equipment or Repair Services in any capacity is Intelas' receipt of funds from Customer for purposes of remitting payment for any Equipment or Repair Services and/or authorization from Customer to remit payment for any Equipment or Repair Services from funds already received from Customer.

5. For any third party agreements related to the Equipment, negotiated by Intelas, will be completed so that Intelas is shown as the "Bill to" and "Sold to" party and will be executed by a representative of Intelas.

6. In the event of termination of the Agreement, Customer shall assume any and all third party agreements related to the Equipment entered into by Intelas on behalf of Customer, and Intelas shall provide such assistance as necessary to effectuate the assumption.

7. This authorization is effective on November 1, 2026 and shall continue as long as the Agreement remains in effect; however, this authorization may be terminated at any time by Customer upon written notice to Intelas.

Intelas shall not be liable for any service agreements for Equipment or Repair Services entered into under this Authorization Agreement, except to the extent such liability arises from Intelas' negligence, bad faith or willful misconduct.

Acknowledged and Accepted by:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**INTELAS HEALTH, INC.**
By:_____	By: Signed by: James D. Cheek 3665B3077FCD4F1...
Signature	Signature
Mason Van Houweling	James D. Cheek
Name	Name
Chief Executive Officer	President
Title	Title
	9/1/2026
Date	Date

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: 18

Corporate/Business Entity Name:	Intelas Health, Inc	
(Include d.b.a., if applicable)		
Street Address:	1550 Liberty Ridge Drive, Suite 110	**Website:** www.intelashealth.com
City, State and Zip Code:	Wayne, PA 19807	**POC Name: John Beck** **Email:** john.beck@intelashealth.com
Telephone No:	(800) 447-4476	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	1800 West Charleston Blvd.	**Website:** www.intelashealth.com
City, State and Zip Code:	Las Vegas, NV 89102	**Local Fax No**: N/A
Local Telephone No:	(702) 383-7870	**Local POC Name:** Austin Graham **Email:** Austin.graham@intelashealth.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)
Crothall Services Group	N/A	100% (ultimate parent is traded on London Stock Exchange)

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	Richard J. Rossitch Print Name
Assistant Secretary Title	9-26-2025 Date

REVISED 7/25/2014

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

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

Recommendation:

That the Governing Board Audit and Finance Committee 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)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 300099900 Funded Pgm/Grant: N/A
Description: Lease Agreement - 10195 W. Twain Ave, Las Vegas, NV 89149
Bid/RFP/CBE: n/a
Term: 10 years with the option to extend the Lease for two (2) additional five (5) year periods
Amount:

Base Rent: $3.55 per sq. ft.; $252,873.60 for year 1 with six (6) months' rent abatement; annual rent increase of three percent (3%)
Adjustments: $0.52/month per square foot; annual cap of 10% for subsequent years

BACKGROUND:

This request is to approve a new Lease Agreement with Verlaine, LLC (Landlord) to lease approximately 11,872 sq. ft. of rentable space at 10195 W. Twain Ave., Las Vegas, Nevada 89149. UMC will receive rent abatement for six (6) months in year 1 of the Lease Term, a savings of approximately $252,873.60. The monthly rent resumes at $42,145.60 per month for the remainder of year 1, plus adjustments (taxes, insurances and common area maintenance charges) for the first year. UMC's adjustments, composed of taxes, insurance, CAM, and maintenance charges, shall not exceed $0.52 per square foot, per month, for the first Lease year. For each anniversary of the Lease Term, such amount shall not increase by more than 10% from the preceding year.

The Lease Term is for ten (10) years, effective on the Lease Commencement Date, with the option to renew for two (2), five (5)-year periods. UMC has a right of first offer to purchase the building should the Landlord offer or market it for sale to third parties. UMC's Executive Director for Support Services has reviewed and

Cleared for Agenda
September 22, 2026

Agenda Item #
15

recommends approval of this Lease Agreement. UMC's Office of General Counsel has approved the Lease Agreement as to form.

UMC
UNIVERSITY MEDICAL CENTER
Ambulatory Surgery Center (ASC)
Audit & Finance
September 22, 2026
HOPE
UMC
1800

BUSINESS CASE

Strategic Opportunity

- ✓ Our proposed **Ambulatory Surgery Center (ASC)** is a strategic growth initiative designed to improve patient access, increase outpatient surgical capacity, and free hospital operating room resources for higher-acuity inpatient procedures.

- ✓ **ASC** supports the organization's stated objective to transition appropriate outpatient procedures to an ASC while backfilling hospital capacity with inpatient surgical growth.

EXISTING UMC Surgical Services

UMC currently operates **18 OR Suites** and **3 Endo Suites** in the **Main OR 19,858 IP** and **8,440 OP** surgeries performed in FY 2026

Moving these cases to a lower-cost, more appropriate setting **will free the hospital's OR capacity** for higher acuity inpatient surgeries

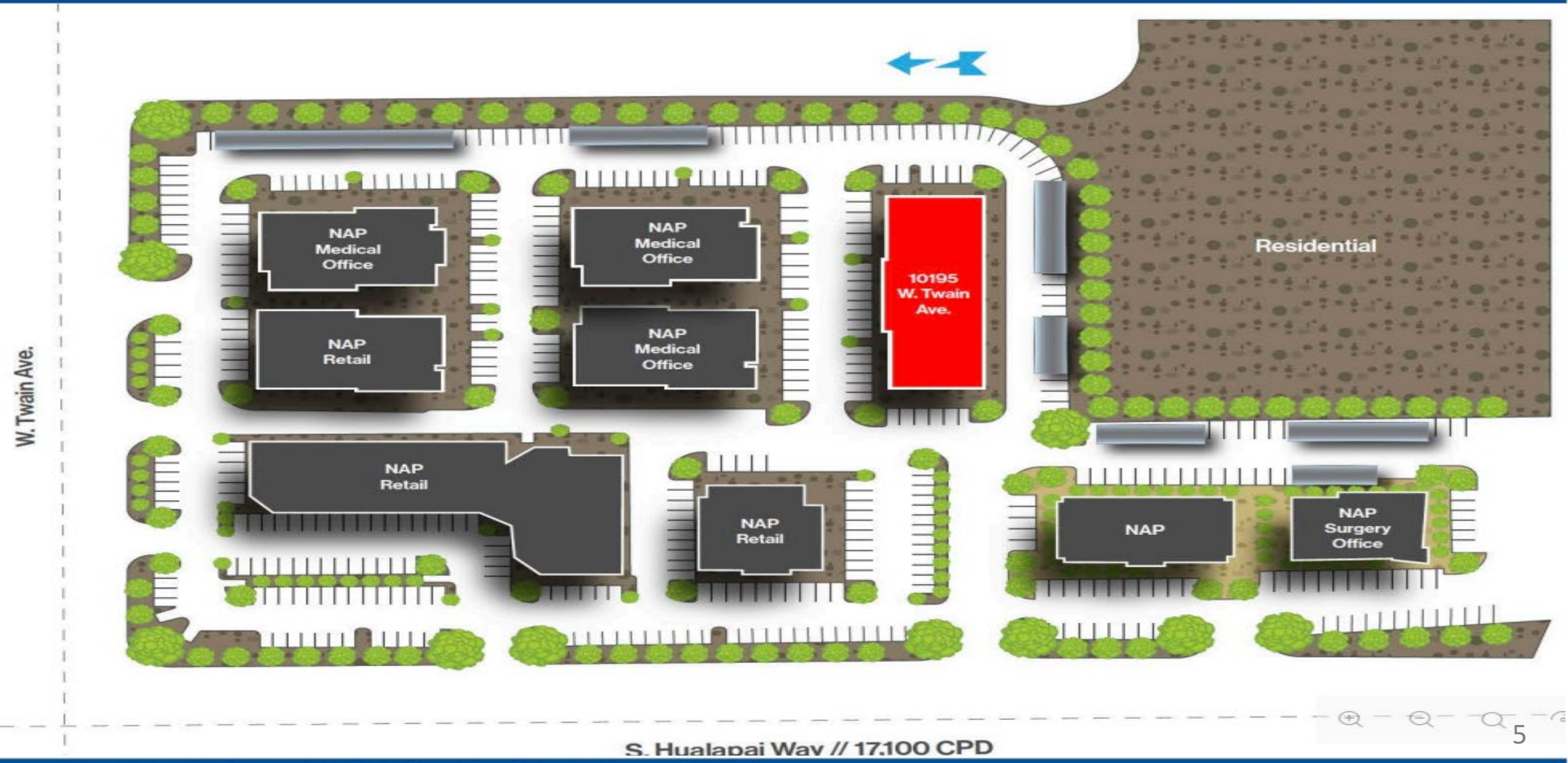
This will generate significantly greater reimbursement (**$33,000 per inpatient case vs. $4,500 per outpatient case**), improving access, efficiency, and financial performance

Outpatient cases targeted for ASC migration include **ENT, Orthopedic, General Surgery, Plastic Surgery**, and **GI procedures**

FUTURE UMC Surgical Services

- Located at **10195 West Twain Avenue**
- **11,872** square feet
- **3** OR Suites, Sterile Processing, Pre-operative, Recovery areas, and a separate **3 exam room** physician practice space
- **NNN Lease** (Utilities, Taxes, Insurance, CAM, and Routine maintenance)
- **10-year lease** with 2 (5-year) renewal options. Annual cost of **$520K** in Year 1 up to **$660K** in Year 10

Location Overview



ASC Operations Plan

Volume

Projected to perform approximately **331 procedures per month**, representing **3,972 outpatient cases annually**

Hours of Operations

Monday through Friday
7:00 AM to 5:00 PM

Volume Average for 3 Rooms

16 cases per day
5.3 cases per operating room, per day

Volume Replacement Plan

Shifting outpatient procedures to the ASC will require **533 additional inpatient cases per year (44 per month)** to offset inpatient cases each year to compensate for lost hospital revenue

How can we successfully achieve this goal

Five new general surgeons recently joined us (UMC and UNLV), who will bring the following case volumes:

- Each surgeon is expected to perform **134 inpatient cases annually**, or 11 inpatient cases per month
- This estimate is conservative, as there is a **ramp-up period** for new surgeons
- This volume will **restore revenue lost** due to outpatient procedures being shifted to the ASC

Financial Assessment

Income Statement					
($ in actual dollars)	Year 1	Year 2	Year 3	Year 4	Year 5
Volume ramp / growth	80.0%	100.0%	103.0%	103.0%	103.0%
Annual cases	3,178	3,972	4,091	4,214	4,340
Net revenue per case	4,429	4,540	4,653	4,770	4,889
Net patient revenue	$14,074,061	$18,032,390	$19,037,696	$20,099,048	$21,219,570
Variable clinical expense	$6,859,949	$8,832,184	$9,370,064	$9,940,701	$10,546,090
Billing and collections	$351,852	$450,810	$475,942	$502,476	$530,489
Total variable expense	$7,211,800	$9,282,994	$9,846,006	$10,443,177	$11,076,579
Contribution margin	$6,862,260	$8,749,397	$9,191,690	$9,655,871	$10,142,991
Contribution margin %	48.8%	48.5%	48.3%	48.0%	47.8%
Salaries and benefits	$5,860,665	$6,153,698	$6,461,383	$6,784,452	$7,123,675
Other fixed cash operating expense	$1,750,000	$1,802,500	$1,856,575	$1,912,272	$1,969,640
EBITDA	($748,405)	$793,198	$873,732	$959,146	$1,049,675
EBITDA margin %	-5.3%	4.4%	4.6%	4.8%	4.9%
Depreciation	$800,000	$800,000	$800,000	$800,000	$800,000
Operating income	($1,548,405)	($6,802)	$73,732	$159,146	$249,675
Operating margin %	-11.0%	0.0%	0.4%	0.8%	1.2%
Initial capital investment	$12,000,000	-	-	-	-
EBITDA / Initial capital	-6.2%	6.6%	7.3%	8.0%	8.7%
Cumulative EBITDA	($748,405)	$44,794	$918,525	$1,877,671	$2,927,347

Operational Overview

COSTS

Lease Term

10 years (w/ two 5-year renewal options)

Lease Price

$520K annually, Year 1, after 6-month rent abatement (escalating to **$660K in Year 10**)

TIMELINE

Sept 2026

UMC Governing Board Approval

Oct 2026

Board County Commissioner Approval

Nov 2026 – Apr 2027

Supply Purchasing, Licensing, and Inspection

Target Opening

April 2027 – Occupancy

Summary

The organization's strategic objective is to transition appropriate outpatient procedures to an ASC while backfilling hospital capacity with inpatient surgical growth

Many outpatient surgeries are more appropriate in an ASC

The ASC provides this care at a more convenient site of care, at a lower cost, while increasing overall system capacity

Moving cases to the ASC creates additional operating room capacity within the hospital

This capacity can be redeployed to support higher-acuity inpatient procedures, which better align with the hospital's mission and financial structure

This provides a compelling strategy to improve access, support growth, optimize operation room utilization, and strengthen long-term financial performance

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LEASE AGREEMENT

BY AND BETWEEN

VERLAINE, LLC
("LANDLORD")

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
("TENANT")

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

TABLE OF CONTENTS

1 - BASIC LEASE TERMS 1
1.1 Basic Lease Provisions and Enumeration of Exhibits: 1
1.2 Significance of Basic Lease Provisions: 5
1.3 Enumeration of Exhibits: 5
2 - PREMISES 6
2.1 Premise: 6
2.2 Premises and Demise: 6
2.3 Reserved to Landlord: 6
3 - TERM-LANDLORD AND TENANT'S WORK 6
3.1 Lease Term: 6
3.2 Landlord's and Tenant's Work: 7
4 - RENT 7
4.1 Monthly Base Rent: 7
4.2 Adjustments: 8
5 - USE 9
5.1 Permitted Uses: 9
5.2 Compliance with Laws: 9
6 - UTILITIES 10
6.1 Tenant's Obligation: 10
6.2 Landlord’s Warranties and Representations: 10
7 - LICENSES AND TAXES 10
7.1 Tenant's Obligation: 10
8 - ALTERATIONS 11
8.1 Alterations by Tenant: 11
8.2 Required Alterations: 11
9 - MAINTENANCE OF PREMISES 11
9.1 Maintenance and Repair by Tenant: 11
9.2 Failure to Maintain: 11
9.3 Repairs by Landlord: 11
10 - LIENS AND ENCUMBRANCES 12
10.1 Liens: 12
10.2 Encumbrances: 12
11 - ASSIGNMENT, MORTGAGING AND SUBLETTING 12
11.1 Assignment, Mortgaging, or Sublease: 12
12 - COMMON AREAS 12
12.1 Tenant's Rights: 12
12.2 Control of Common Areas by Landlord: 12
12.3 Rules and Regulations: 12
13 - INSURANCE AND INDEMNITY 13
13.1 Indemnification: 13
13.2 Insurance: 13
14 - EMINENT DOMAIN 13
14.1 Total Taking: 13
14.2 Partial Taking: 13
14.3 Damages: 14
15 - DEFAULT BY TENANT 14
15.1 Default by Tenant: 14
16 - DEFAULT BY LANDLORD 15
16.1 Default by Landlord: 15

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

17 - RECONSTRUCTION 15
17.1 Reconstruction-Insured Loss: 15
17.2 Uninsured Loss: 15
17.3 Partial Destruction of Premise: 16
18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION 16
18.1 Subordination - Notice to Mortgagee: 16
18.2 Tenant's Certificate: 16
18.3 Mortgagee Protection Clause: 16
19 - ACCESS BY LANDLORD 17
19.1 Right of Entry: 17
20 - SURRENDER OR ABANDONMENT OF PREMISES 17
20.1 Surrender of Possession: 17
20.2 Holding Over: 17
21 - QUIET ENJOYMENT 17
21.1 Landlord's Covenant: 17
22 - MISCELLANEOUS 17
22.1 Successors or Assigns: 17
22.2 Tenant Defined: 18
22.3 Broker's Commission; Agency Disclosure: 18
22.4 Partial Invalidity: 18
22.5 Recording: 18
22.6 Notices: 18
22.7 Marginal Headings: 18
22.8 Time: 18
22.9 Choice of Law/Venue: 18
22.10 Tenant and Tenant's Employees Parking: 18
22.11 Hazardous Substances: 19
22.12 Covenants, Conditions and Restrictions: 19
22.13 Non-Discrimination Clause: 20
22.14 Voluntary Programs: 20
22.15 Prior Agreements: 20
22.16 Acceptance and Date of Lease: 20
22.17 RIGHT OF FIRST OFFER 21

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the _____ day of October, 2026, by and between Verlaine, LLC, a Nevada limited liability company ("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 ("Tenant").

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

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Premise," which Premise is depicted on the plan attached hereto or made a part hereof as Exhibit "A" ("Site Plan").

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

1 - BASIC LEASE TERMS

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

Date

October ____, 2026.

Landlord

VERLAINE, LLC

Notice Address of Landlord

Verlaine, LLC
C/O IREP PM, LLC
6970 S. Cimarron Rd. Ste 220
Las Vegas, NV 89113

Tenant (including form of entity)

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

Notice Address of Tenant

UMC
1800 W. Charleston Blvd
Las Vegas, NV 89102
Attn: Legal Department

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Tenant's Trade Name

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

Leased Premises

Approximately Eleven Thousand Eight Hundred Seventy-Two (11,872 RSF) square feet in the Premise, as identified on the Site Plan, with a physical address of 10195 W. Twain Ave, Las Vegas, NV 89149.

Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date, with two (2) option periods of five (5) years each ("Renewal Term").

Lease Commencement Date

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

Monthly Base Rent Commencement Date.

The Monthly Base Rent Commencement Date shall commence upon Lease Execution by Tenant and Landlord.

Monthly Base Rent

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

Annual increases *3.00%*

Year	$/SF	Monthly	Annual	
Year 1	$3.55	$42,145.60	$252,873.60	*6 months abated rent
Year 2	$3.66	$43,451.52	$521,418.24	
Year 3	$3.77	$44,757.44	$537,089.28	
Year 4	$3.88	$46,063.36	$552,760.32	
Year 5	$4.00	$47,488.00	$569,856.00	
Year 6	$4.12	$48,912.64	$586,951.68	
Year 7	$4.24	$50,337.28	$604,047.36	
Year 8	$4.37	$51,880.64	$622,567.68	
Year 9	$4.50	$53,424.00	$641,088.00	
Year 10	$4.63	$54,967.36	$659,608.32	
Annual increases of 3%			$5,548,260.48	

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Abated Rent

Tenant will receive six (6) months of abated rent from lease execution.

In addition to Monthly Base Rent, commencing as of the Monthly Base Rent Commencement Date, Tenant shall be responsible for the monthly payment of Tenant's Pro Rata Share of Adjustments (which includes all taxes and insurances and Common Area Maintenance Charges) as set forth in Section 4.2. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of Adjustments are estimated to be $0.52 per month per square foot for the first Lease Year. For each subsequent Lease Year, such amount shall not increase expenses by more than ten percent (10%) from the preceding Lease Year.

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

Renewal Term Rents

Landlord and Tenant agree that the Monthly Base Rent for a Renewal Term as set forth in Section 1.1(h) shall be determined by the fair market value at such time of renewal.

Permitted Uses

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

Security Deposit

One Month of Rent plus CAM

Tenant

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

Tenant's Broker

NA.

Landlord's Broker

NA.

Tenant's Minimum Operating Hours

As determined by Tenant.

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Signage

Subject to the terms and conditions of Landlord's Sign Criteria (Exhibit "C"), Tenant shall place a building sign on the front building façade at Tenant's sole expense. Landlord has approved an image of the Tenant's proposed building sign which is attached hereto as Exhibit "C-1." Tenant shall be allotted space on the Premise at Tenant's sole expense.

Tenant's Budgetary Limits and Fiscal Fund Out

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

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

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

1. *Tenant shall provide Landlord with no less sixty (60) days prior written notice of its intent to terminate this Lease pursuant to this Section;*
2. *Tenant shall pay to Landlord a termination fee equal to six (6) months of Monthly Base Rent plus CAM charges at the then-current rate, which fee shall be due and payable concurrent with delivery of the termination notice;*
3. *Tenant shall provide Landlord with correspondence from its Legal Counsel attesting to the failure of Tenant's governing body to appropriate funds for the ensuing fiscal year.*

The termination fee described herein shall be Landlord's sole and exclusive remedy in connection with a termination pursuant to this Section.

Parking

Any signage on poles along with painted curbs and striping, on any parking spaces in the location identified on the Site Plan attached hereto as Exhibit "A." must be approved in writing by Hualapai Pavilion Commons Association. The Premises shall include at least one (1) designated parking space with nearby curb cuts and ramp for the use of persons with disability placards or license plates near the main entrance to the Premises.

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

1.2 **Significance of Basic Lease Provisions:**

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

1.3 **Enumeration of Exhibits:**

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

Exhibit A	Site Plan
Exhibit B	Tenant Estoppel Letter
Exhibit C	Sign Criteria
Exhibit C-1	Tenant's Approved Building Sign

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

2 - PREMISES

2.1 **Premise:**

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

2.2 **Premises and Demise:**

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted by cross hatching or marking on the Site Plan.

2.3 **Reserved to Landlord:**

Landlord reserves the use of the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Premise. Further, Landlord has the right to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises.

3 - TERM-LANDLORD AND TENANT'S WORK

3.1 **Lease Term:**

Lease Commencement Date and Monthly Base Rent Commencement Date.

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

Renewal Option(s)

So long as Tenant is not in default of this Lease at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right to extend the Lease Term for up to the number of Renewal Terms as set forth in Section 1.1(h). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall have duly exercised all previous Renewal Terms. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing no sooner than twelve (12) months nor later than three (3) months prior to the expiration of the Lease Term or any prior Renewal Term, as applicable. All such Renewal Terms, if exercised by Tenant, shall be on all of the same terms, covenants, conditions and agreements as are set forth in this Lease, provided however, that the parties mutually agree that all rent or other sums paid by Tenant will be limited to a fair market value determined by a mutually accepted appraisal method.

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

3.2 **Landlord's and Tenant's Work:**

Landlord's Work

Landlord shall deliver to Tenant possession of the Premises As Is.

Tenant's Work

Tenant shall commence the installation of fixtures, equipment and any other Tenant's Work promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications which have been previously approved by Landlord in writing, which approval shall not be unreasonably withheld. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. Tenant and any of Tenant's contractors shall keep the Common Areas free of all construction and related debris. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises and Common Area, and all such areas shall be in broom clean condition and the Common Area shall be returned to the condition it was in prior to commencement of Tenant's Work. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant's Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Notwithstanding Landlord's review of the plans and specifications for Tenant's Work, and whether or not Landlord approves or disapproves such plans and specifications, Tenant and not Landlord shall be responsible for compliance of such plans and specifications and of Tenant's Work with all applicable laws.

4 - RENT

4.1 **Monthly Base Rent:**

Monthly Base Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction whatsoever, a fixed monthly base rent as set forth in Section 1.1(l) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the tenth day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month. If Tenant is delinquent in any monthly installment of Base Rent or other sums due and payable hereunder for more than five (5) days, shall pay to Landlord on demand a late charge equal to ten percent (10%) of such delinquent sum which will not exceed $100,000 over initial term.

Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of rent or additional rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent or additional rent shall be deemed an accord and satisfaction, and Landlord may accept such check or

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payment without prejudice to Landlord's right to recover the balance of such rent or additional rent or pursue any other remedy provided in this Lease.

4.2 **Adjustments:**

Taxes, Fees and Insurance

(1) Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, Tenant's Pro Rata Share of all real estate taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, flood insurance, and any other insurance and endorsements that Landlord or Landlord's lender or Clark County deems necessary for the Premise. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of controllable expenses set forth in this Section 4.2(a) shall not exceed 3%.

(2) The terms "fees" and "real estate taxes" shall include all real estate taxes and assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Premise and/or improvements now or hereafter in place at the Premise or that provide the Premise with parking or other services and/or which are payable during or with respect to the Lease Term.

Common Area Maintenance and Charges

(1) The term "Common Areas" is defined in Section 12.2 hereof.

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

Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord monthly

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Tenant's Pro Rata Share of the Common Area Maintenance Charge for each calendar month. The amount of the monthly Common Area Maintenance Charge shall be equal to Tenant's Pro Rata Share of Common Area Maintenance Charge as set forth in Section 4.2(c) below, multiplied by the operating cost budget or statement of anticipated monthly Adjustments pursuant to Section 4.2(e) below. Tenant's obligation to pay its Pro Rata Share of the Common Area Maintenance Charge is not conditioned on any other tenant's obligation to pay the charge. Notwithstanding anything to the contrary herein, Pro Rata Share of the Common Area Maintenance Charge shall not exceed more than ten percent (10%) from the preceding Lease Year.

Definition of Tenant's Pro Rata Share

Definition of Adjustments

For the purposes of this Lease, the term "Adjustments" shall collectively include real estate taxes, assessments, insurance, Common Area Maintenance Charges, and all other costs and expenses to be paid pursuant to this Section 4. Tenant's Pro Rata Share of Adjustments shall be additional rent and shall be paid at the time and in the manner set forth below and shall not exceed those amounts set forth elsewhere in this Lease.

Statement of Adjustments

Upon commencement of the obligation to pay Adjustments, and annually thereafter on or about the commencement of each calendar year, Landlord shall submit to Tenant at the Notice Address set forth in Section 1.1(c) a statement of the anticipated monthly Adjustments and other charges, if any, as determined by Landlord for the period between such commencement and the following January, and Tenant shall pay the same and all subsequent monthly payments concurrently with the payment of Monthly Base Rent or if no Monthly Base Rent is due, such Adjustments shall be due and payable on or before the first day of each month, in advance without adjustment or offset. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Premise and Commercial Subdivision actually incurred for the prior calendar year and Tenant's Pro Rata Share thereof. The first and last such statements during the Lease Term shall be prorated for the partial years occurring at the beginning and at the conclusion of the Lease Term. In the event the total of the monthly payments which Tenant has made for the prior calendar year or partial calendar year shall be less than Tenant's actual Pro Rata Share of such Adjustments and other charges, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord so long as the same do not exceed the amount set forth in Section 1.1(l).

5 - USE

5.1 Permitted Uses:

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

5.2 Compliance with Laws:

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

6 - UTILITIES

6.1 **Tenant's Obligation:**

Tenant shall pay before delinquency, at its sole cost and expense, all charges for gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires from the Monthly Base Rent Commencement Date and throughout the Lease Term. If, during the Lease Term, Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then Tenant shall promptly pay all of the costs and expenses of such compliance incurred (including the cost of new equipment and alteration of the Premises to accommodate the same) if the equipment or system converted or replaced serves only the Premises.

6.2 **Landlord's Warranties and Representations:**

a. Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant. Landlord shall be responsible for any repair or remediation of any curtailment or interruption in utility services other than an interruption due to Tenant's non-payment of such utility services. Landlord warrants that all such utility services, except water, are separately metered. Should such utility services not be separately metered, Landlord shall be responsible for the cost of installing any required meters.

b. Landlord is aware of Tenant's planned use and operations in the Premises and is not aware of any restrictions that would interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind.

c. Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

7 - LICENSES AND TAXES

7.1 **Tenant's Obligation:**

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

8 - ALTERATIONS

8.1 **Alterations by Tenant:**

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate.

8.2 **Required Alterations:**

In the event that either Landlord or Tenant, during the term hereby demised, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense. Should any such repairs, alterations, removals, reconstructions, or improvements impact Tenant's operations, Tenant shall be entitled to an abatement of rent.

9 - MAINTENANCE OF PREMISES

9.1 **Maintenance and Repair by Tenant:**

Tenant shall at all times throughout the Lease Term at its sole cost and expense keep the floor coverings, interior door closures and moldings and trim of all interior doors and windows, door surfaces, and fixtures of the Premises in good order. Tenant shall at reasonable intervals paint or refinish the interior of the Premises, including entrances as determined by Landlord; make any necessary repairs to, or replacements of, all interior door closure apparatuses and mechanisms; keep all plumbing clean and in good state of repair including pipes, drains, toilets, basins, water heaters and those portions of the heating system within the walls of the Premises; and keep all utilities, including circuit breaker and panel box and Tenant's meters within the Premises, in a good state of repair.

9.2 **Failure to Maintain:**

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

9.3 **Repairs by Landlord:**

Landlord shall keep the exterior walls, , foundations, and structural portions of the Building in which the Premises are located in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant and said repairs shall be at the sole cost of Landlord. Landlord shall replace the roof when Landlord determines in its sole discretion that such replacement is necessary. Landlord shall, also, paint the exterior portion of the Premises as is needed. Tenant shall immediately inform Landlord of any necessary repairs and (except in emergencies) Tenant shall make none of such repairs without Landlord's prior written consent. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

to Landlord by Tenant. Notwithstanding the above, Landlord will use reasonable efforts to minimize annoyance, interference or damage to Tenant.

10 - LIENS AND ENCUMBRANCES

10.1 **Liens:**

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

10.2 **Encumbrances:**

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

11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

11.1 **Assignment, Mortgaging, or Sublease:**

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. If this Lease is assigned upon the consent of Landlord, then all of Tenant’s obligations, duties, and liabilities under the terms of this Lease or under any law are extinguished.

12 - COMMON AREAS

12.1 **Tenant's Rights:**

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of any recorded easements, covenants, conditions and restrictions or other matters with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Premise and Commercial Subdivision or any part thereof.

12.2 **Control of Common Areas by Landlord:**

The Association shall at all times have the exclusive control and management of the Common Areas of the Commercial Subdivision. For the purposes of this Lease, "Common Areas" or "Common Area" shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, package pick-up stations, pedestrian malls, courts, walkways, trails, parks, sidewalks and ramps, landscaped areas, exterior stairways, the roofs and exteriors of in-line buildings, and other areas, improvements, facilities and special services as from time-to-time established, configured and/or modified by Landlord for the general use, in common, of tenants of the Commercial Subdivision, and their officers, agents, employees and invitees.

12.3 **Rules and Regulations:**

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Tenant shall comply with the rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days' notice of any changes to the rules and regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any other tenants or occupants, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises.

13 - INSURANCE AND INDEMNITY

13.1 Indemnification:

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord.

13.2 Insurance:

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

14 - EMINENT DOMAIN

14.1 Total Taking:

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

14.2 Partial Taking:

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

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

14.3 **Damages:**

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

15 - DEFAULT BY TENANT

15.1 **Default by Tenant:**

Tenant Default

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

Landlord Rights

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

16 - DEFAULT BY LANDLORD

16.1 **Default by Landlord:**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

17 - RECONSTRUCTION

17.1 **Reconstruction-Insured Loss:**

In the event the Premises are damaged by fire or other perils covered by Landlord's insurance, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Monthly Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises; provided, that if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

17.2 **Uninsured Loss:**

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

17.3 **Partial Destruction of Premise:**

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

18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

18.1 **Subordination - Notice to Mortgagee:**

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

18.2 **Tenant's Certificate:**

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

18.3 **Mortgagee Protection Clause:**

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

19 - ACCESS BY LANDLORD

19.1 **Right of Entry:**

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

20 - SURRENDER OR ABANDONMENT OF PREMISES

20.1 **Surrender of Possession:**

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

20.2 **Holding Over:**

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to the Monthly Base Rent due for the last month of the Lease Term plus 25%.

21 - QUIET ENJOYMENT

21.1 **Landlord's Covenant:**

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

22 - MISCELLANEOUS

22.1 **Successors or Assigns:**

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

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

22.2 **Tenant Defined:**

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

22.3 **Broker's Commission; Agency Disclosure:**

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

22.4 **Partial Invalidity:**

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

22.5 **Recording:**

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

22.6 **Notices:**

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

22.7 **Marginal Headings:**

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

22.8 **Time:**

Time is of the essence of this Lease.

22.9 **Choice of Law/Venue:**

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

22.10 **Tenant and Tenant's Employees Parking:**

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

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

22.11 **Hazardous Substances:**

Presence and Use of Hazardous Substances.

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

(1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

(2) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

(3) Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

(4) Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;

(5) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

(6) Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Survival

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

22.12 **Covenants, Conditions and Restrictions:**

Tenant's rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the Premise and/or the real property on which the Premises are located. Without

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limiting the generality of the foregoing, Tenant acknowledges receipt of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (the "CC&R's") recorded against the Commercial Subdivision in the Clark County Recorder's Office on February 2, 2008 as Instrument No. 20080227-0004168.

22.13 **Non-Discrimination Clause:**

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

22.14 **Voluntary Programs:**

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

22.15 **Prior Agreements:**

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

22.16 **Acceptance and Date of Lease:**

Acceptance

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

Date of Lease

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

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

22.17 **RIGHT OF FIRST OFFER**

Tenant shall have a right of first offer to purchase the Premises or Building of which the Premises is a part ("Building"), on such terms as the Building would be offered or marketed for sale by landlord to third parties. Nothing herein shall be deemed to limit or prevent Landlord from marketing, discussing or negotiating with any other party for the sale of the Building, but before Landlord makes any written proposal to any other party for the sale of this Building, or contemporaneously with making any such proposal, Landlord shall give Tenant notice ("Landlord's Notice") that the building is then available for purchase or of the date Landlord estimates the Building will be available, setting forth the proposed material terms of such sale, including the purchased price, at Fair Market Value, closing date, and any other relevant conditions (the "Offer Terms").

Tenant shall have five (5) business days after Landlord gives Landlord's Notice (the "Election Notice Period") in which to give Landlord written notice ("Election Notice") of tenant's election to exercise this right of first offer to purchase the Building in accordance with the Offer terms. In the event Tenant duly and timely delivers its Election Notice to landlord, Landlord and Tenant shall engage upon such terms as set forth in Landlord's Notice and as may be otherwise agreed upon by Landlord and Tenant.

If Tenant either fails or elects not to exercise its right of first offer to purchase Building upon the terms and conditions covered by landlord's Notice by not giving its Election Notice within the Election Notice Period, or if tenant gives Tenant's Election Notice but not agree to the Offer Terms, then in any such event Tenat's rite of first offer shall be null and void and at any time thereafter Landlord shall be free to sell the Building to any third party on any terms and conditions.

[Signature Page to Follow]

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

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

LANDLORD:

VERLAINE, LLC

By: Signed by: Cheng Wei DCCDA50C528F44D... Cheng Wei, Owner

By: DocuSigned by: Xiaohua Zhang 1CFDD7398C73442... Xiaohua Zhang, Owner

TENANT:

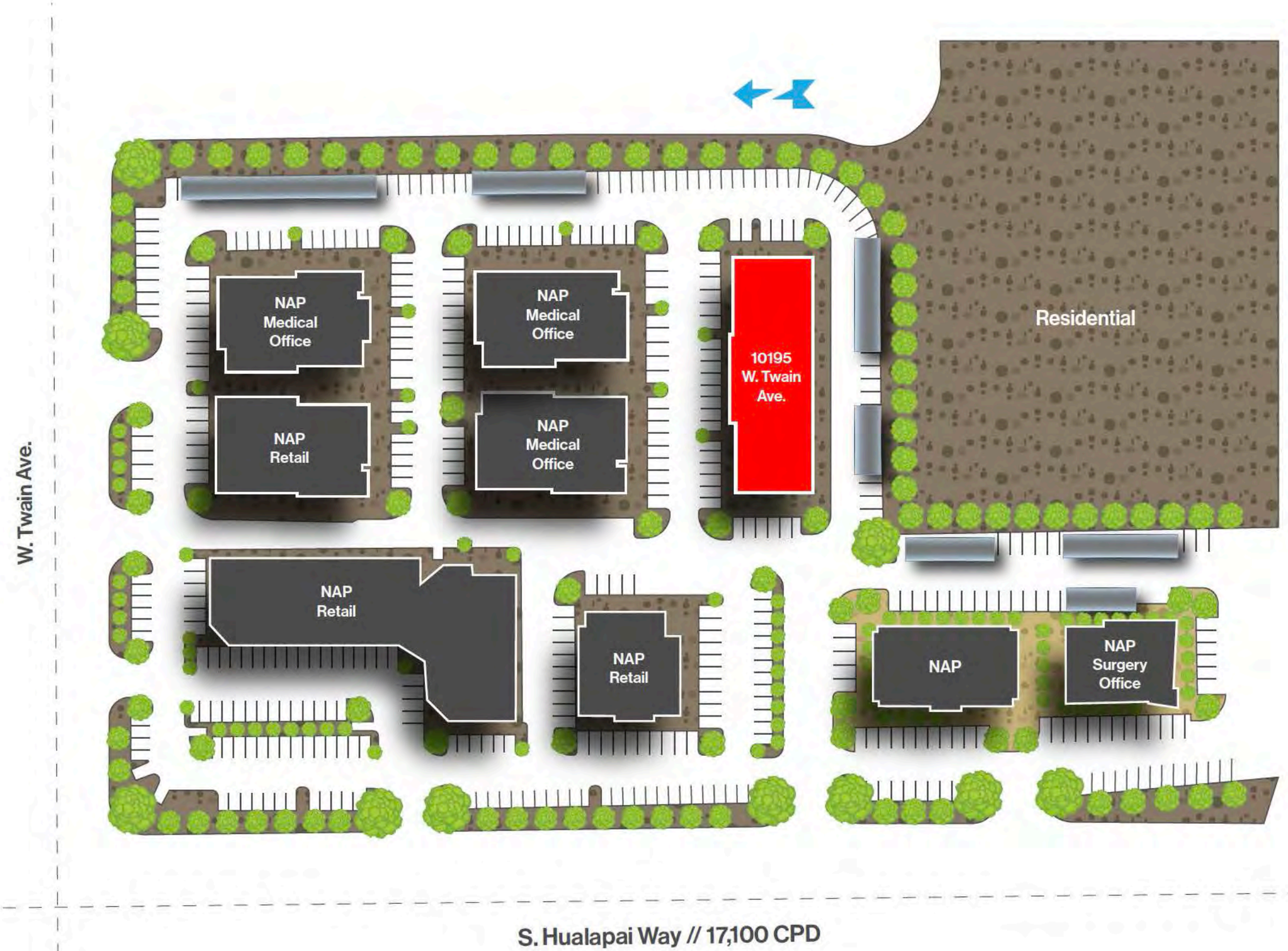
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____
Mason VanHouweling, CEO

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

EXHIBIT "A"
SITE PLAN

Site Plan


NAP
Medical
Office
NAP
Retail
NAP
Medical
Office
NAP
Medical
Office
10195
W. Twain
Ave.
Residential
NAP
Retail
NAP
Retail
NAP
NAP
Surgery
Office
W. Twain Ave.
S. Hualapai Way // 17,100 CPD

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

EXHIBIT "B"

TENANT ESTOPPEL LETTER

_____(Lender) (Purchaser)
_____
_____
Attention:

RE: Lease Between Verlaine, LLC, as Landlord ("Landlord"), and _____ as Tenant ("Tenant"), dated _____, 2026 on Property known as _____ located at 10195 W. Twain Ave, Las Vegas, Nevada.

Dear Sirs/Madam:

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

1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;

2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;

3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;

4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;

5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);

6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;

7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;

8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;

9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;

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10. That the term of the subject Lease is for _____ years. The primary Lease term commenced on _____ and expires on _____.

11. That the monthly rental is $_____, and rent has been paid to _____, 20____;

12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;

13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;

14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;

15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;

16. That the undersigned will in no event look to you for the return of any security deposit under the subject Lease, except as is actually received by you. Pursuant to the subject Lease, Tenant has not made a security deposit.

17. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;

18. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;

19. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;

20. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;

21. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

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

1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;

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2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;

3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;

4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;

6. That the term of the subject Lease is for _____ years. The primary Lease term will commence on the Lease Commencement Date set forth in the Lease.

7. That the monthly rental is $_____, and rent has been paid to _____, 20____;]

TENANT: _____

a

By: _____

Name: _____

Its: _____

Date: _____

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

EXHIBIT "C"

SIGN CRITERIA

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

VENTURE
CORPORATION

Hualapai Professional Plaza

Hualapai Pavillion Center, LLC [Hualapai Pavillion Centre, LLC] and Venture Professional Center - Hualapai Owners Association, Inc.

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Introduction

THIS COMPREHENSIVE SIGN PROGRAM HAS BEEN CREATED TO PROVIDE DESIGN GUIDELINES FOR THE PURPOSE OF ASSUMING THAT TENANT SIGNAGE IS HARMONIOUS WITH ADJOINING TENANTS. THIS PROGRAM WILL BE USED TO JUDGE PROPOSED SIGNAGE APPROPRIATENESS FOR USES WITHIN THIS PROJECT. IT WILL ENDEAVOR TO ENSURE A STANDARD OF QUALITY FOR DESIGN, MATERIALS AND ILLUMINATION OF EXTERIOR SIGNAGE CONTROLLED BY THE CITY AND THE DEVELOPER / OWNER. IT IS THE INTENT OF THIS COMPREHENSIVE SIGN PROGRAM TO CREATE A FRAMEWORK FOR SIGNAGE DESIGN THAT WILL HAVE A POSITIVE IMPACT ON THE STREETSCAPE, AS WELL AS BEING LEGIBLE AND CONSISTENT THROUGHOUT THE DEVELOPMENT.

THE FREESTANDING SIGNS PROPOSED FOR THIS SITE WERE DEVELOPED TO PROVIDE THE PASSING MOTORISTS WITH A CLEAR AND CONCISE DISPLAY OF AESTHETIC GRAPHICS IDENTIFYING THE VARIOUS BUSINESS USES LOCATED WITHIN THE CENTER. TOGETHER WITH A QUALITY DESIGNED RETAIL DEVELOPMENT, THE PROJECT'S IMAGE WILL INVITE RESIDENTS FROM THE COMMUNITY AS WELL AS OUTLYING AREAS TO A THRIVING AND SUCCESSFUL RETAIL ENVIRONMENT.

VENTURE
CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Table of Contents

Legend..... Page 4

Site Plan..... Page 5

Signage Guidelines..... Page 6

Identification Monuments..... Page 9

Tenant Allowable Wall Signage ..... Page 6

Additional Tenant Specs..... Page 7

VENTURE CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Legend

HUALAPAI PAVILION WILL FEATURE BOTH FREESTANDING AND BUILDING MOUNTED SIGNAGE DESCRIBED IN THE NARRATIVE THAT FOLLOWS.
SEE PAGE 5 FOR SIGNAGE LOCATIONS.

FREESTANDING SIGNAGE

SIGN TYPE 1 - IDENTIFICATION MONUMENT

ONE IDENTIFICATION MONUMENT WILL BE LOCATED ON HUALAPAI WAY, THE OTHER WILL BE LOCATED ON TWAIN.

THE ID MONUMENTS WILL SUPPORT PANELS FOR EIGHT (8) TENANTS ON EACH SIDE.

THE OVERALL HEIGHT OF THESE MONUMENTS IS 10'-0" OVERALL HEIGHT.
(SEE PAGE 9 FOR MORE DETAILS)

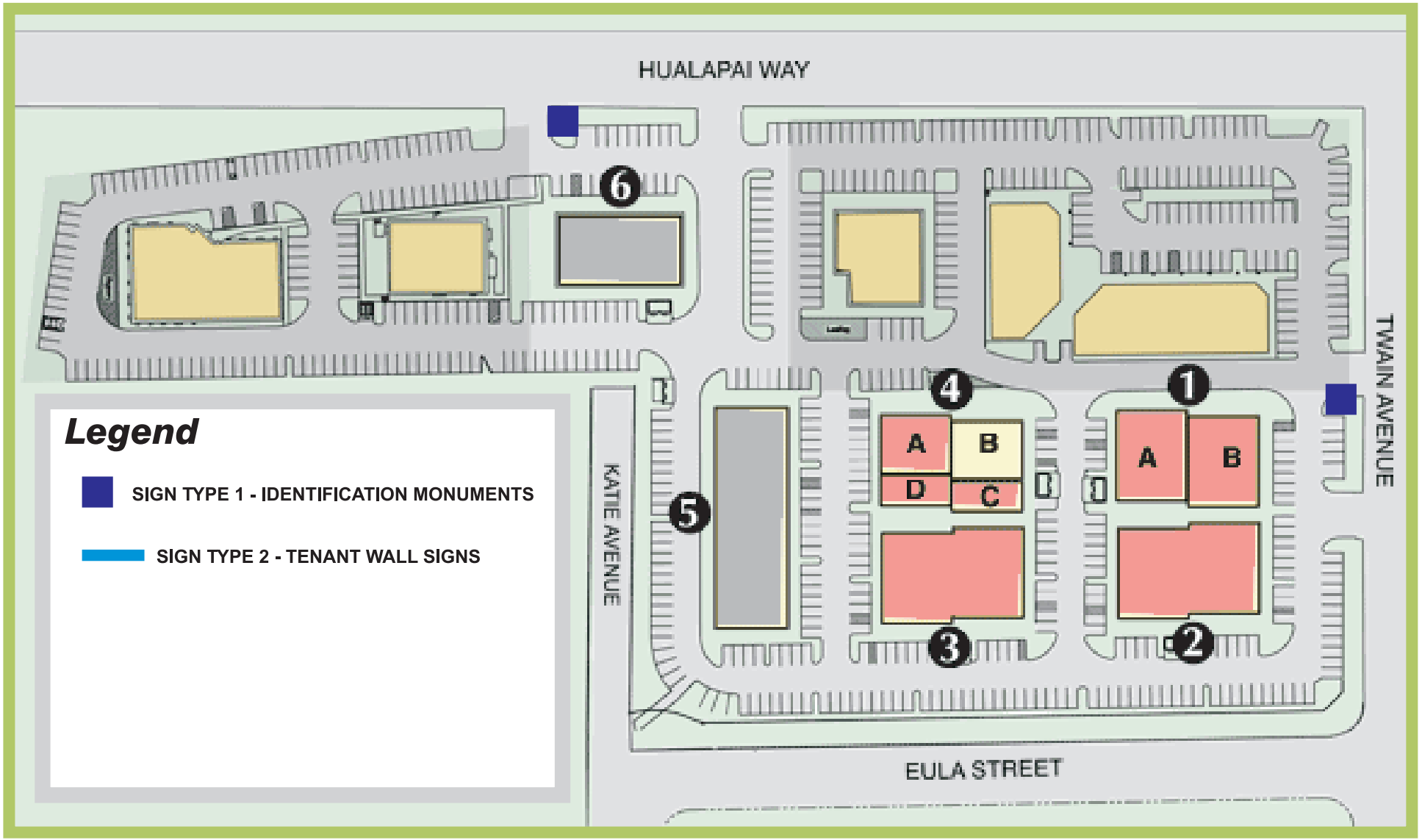
BUILDING SIGNAGE

SIGN TYPE 2 - TENANT WALL SIGNS

EVERY TENANT WILL BE ALLOWED HALO ILLUMINATED SIGNAGE TO IDENTIFY THEIR BUSINESS.
(SEE PAGE 11 FOR MORE DETAILS)

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Site Plan



VENTURE CORPORATION

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Signage Guidelines

GENERAL

THE FOLLOWING CRITERIA HAS BEEN ESTABLISHED FOR THE PURPOSE OF ASSURING A CONSISTENT SIGN DESIGNED PROGRAM FOR THE MUTUAL BENEFIT OF ALL OCCUPANTS. FLEXIBILITY OF DESIGN IS ENCOURAGED AND AT THE SAME TIME OVERALL VISUAL HARMONY IN MAINTAINED. CONFORMITY WITH THIS CRITERIA WILL BE ENFORCED BY THE OWNER & LOCAL SIGN CODES. NON-CONFORMING OR UNAPPROVED SIGNAGE WILL BE BROUGHT INTO CONFORMITY AT EXPENSE OF THE TENANT.

SUBMITTAL TO OWNER

TENANT SHALL SUBMIT TWO (2) COPIES OF DETAILED SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO COUNTY SUBMITTAL OR SIGN FABRICATION. SIGN DRAWINGS ARE TO BE PREPARED BY A NEVADA LICENSED SIGN CONTRACTOR. ALL SIGNS MUST COMPLY WITH CITY, COUNTY, AND STATE CODES.

MEMBER / TENANT ELEVATIONS

SUBMITTALS SHALL INCLUDE THE FOLLOWING: SCALED ELEVATION OF TENANT'S SIGN DEPICTING THE PROPOSED SIGN DESIGN AND ALL THE DIMENSIONS AS THEY RELATE TO THE TENANT'S SIGN.

SHOP DRAWINGS

FULLY DIMENSIONED AND SCALED SHOP DRAWINGS SPECIFYING EXACT DIMENSIONS, COPY LAYOUT, TYPE STYLES, MATERIALS, COLORS, MEANS OF ATTACHMENT ILLUMINATION, ELECTRICAL SPECIFICATIONS, AND ALL OTHER DETAILS CONSTRUCTION.

SUBMITTAL TO COUNTY

ALL SIGNAGE MUST COMPLY WITH CITY, COUNTY, AND STATE CODES. IN ADDITION, ALL SIGNAGE MUST BE PRE-APPROVED BY THE ASSOCIATION'S BOARD OF DIRECTORS PRIOR TO INSTALLATION OF ANY SIGNAGE. FAILURE TO SECURE WRITTEN AUTHORIZATION BY THE BOARD OF DIRECTORS MAY LEAD TO THE REMOVAL OF THE SIGNAGE AT THE MEMBER'S COST. FOR CLARIFICATION, THE TERM 'OWNER' IS HEREIN DEFINED AS 'BOARD OF DIRECTORS OF THE HUALAPAI PROFESSIONAL PLAZA ASSOCIATION.

MEMBER / TENANT'S RESPONSIBILITY

1. MEMBER / TENANT'S SIGN CONTRACTOR SHALL CARRY WORKMAN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE AGAINST ALL DAMAGE SUFFERED OR DONE BY ANY AND ALL PERSONS AND/OR PROPERTY WHILE ENGAGED IN THE AMOUNT OF $1,000,000 PER OCCURRENCE. EVIDENCE OF THIS INSURANCE MUST BE PROVIDED TO 'BOARD OF DIRECTORS OF THE HUALAPAI PROFESSIONAL PLAZA ASSOCIATION PRIOR TO INSTALLATION.

2. THE OWNER MAY, AT HIS DISCRETION AND AT THE MEMBER / TENANT'S EXPENSE CORRECT, REPLACE, OR REMOVE ANY SIGN THAT IS INSTALLED WITHOUT WRITTEN APPROVAL.

MEMBER / TENANT'S RESPONSIBILITY (CONT.)

3. MEMBER / TENANT SHALL BE RESPONSIBLE FOR THE FOLLOWING EXPENSES RELATING TO THE SIGNAGE AT HIS OR HER STORE:
- 100% APPROVAL AND PERMIT PROCESSING COSTS AND APPLICATION FEES.
- 100% OF COSTS FOR SIGN FABRICATION AND INSTALLATION.

4.- UPON VACANCY, MEMBER / TENANT SHALL REMOVE SIGN AND RESTORE FASCIA TO ORIGINAL CONDITION AT MEMBER / TENANT'S SOLE COST AND EXPENSE WITHIN FIFTEEN (15) DAYS OF EXPIRATION OF TERM OR EARLIER TERMINATION OF MEMBER / TENANT'S LEASE.

- MEMBER / TENANT TO PROVIDE WIRING, POWER AND FINAL HOOK UP FROM HOUSE PANEL TO J-BOX.

IN ALL CASES WHERE SIGNAGE IS ILLUMINATED, THE POWER SOURCES ARE RESTRICTED TO MEMBERS / OWNERSHIP INTEREST UNIT'S SUB PANEL. THE ASSOCIATION'S POWERS SOURCES ARE NOT TO BE USED.

- MEMBER / TENANTS THAT OCCUPY MONUMENT SIGNS OR THE FREESTANDING SIGN SHALL BE RESPONSIBLE FOR THEIR PRORATA SHARE OF THE COST FOR ITS MANUFACTURE, INSTALLATION, MAINTENANCE AND LOCAL PERMIT FEES.

VENTURE CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Signage Guidelines

DESIGN GUIDELINES

THE PROPOSE OF ESTABLISHING THESE DESIGNS GUIDELINES IS TO ENSURE THAT EACH TENANT SIGN WILL CONTRIBUTE TO THE CENTER'S SUCCESS . HIGH QUALITY SIGNAGE, WHICH REFLECTS THE INTEGRITY OF THE ARCHITECTURE, WILL BE ENCOURAGED. TENANT INDIVIDUAL SIGNS SHOULD INCORPORATE A DIVERSITY OF SIGN STYLES, ICONS, AND MATERIALS.

A. MATERIALS

TENANT SIGNAGE SHOULD INCORPORATE THE FOLLOWING ACCEPTABLE MATERIALS SUBJECT TO OWNER AND CITY APPROVALS.

- ALL TENANT SIGNS SHALL CONSIST OF HALO ILLUMINATED CHANNEL LETTERS. DURONOTIC BRONZE FACE AND RETURNS, CLEAR ACRYLIC BACKS.

B. ILLUMINATION

TENANT SIGNAGE SHOULD INCORPORATE THE FOLLOWING ACCEPTABLE LIGHTING METHOD SUBJECT TO OWNER AND CITY APPROVAL.

- NEON
- LED

C. TYPE STYLES AND LOGOS

THE USE OF LOGOS DISTINCTIVE TYPESTYLES ARE ENCOURAGED FOR ALL TENANT SIGNS. TENANTS MAY ADOPT ESTABLISHED TYPESTYLES AND LOGOS. THESE IMAGES MUST BE ARCHITECTURALLY COMPATIBLE AND APPROVED BY OWNER.

D. SIGN COLORS AND FINISHES

THE BASIC DEFAULT COLOR FOR THE SIGNAGE & LETTERING IS DURONODIC BRONZE. A LOGO MAY BE PRESENTED IN COLOR, HOWEVER, ALL LOGO DESIGN AND LAYOUT MUST BE PRE-APPROVED BY THE ASSOCIATION'S BOARD OF DIRECTORS. LOGO'S CAN NOT EXCEED 36" IN HEIGHT. ALL SIGNS TO BE REVERSE CHANNEL LETTER BACK- LIT CONSTRUCTION. ANY VARIATIONS TO THIS MUST BE PRE-APPROVED BY THE BOARD OF DIRECTORS FONT TYPES NEED TO BE PRE-APPROVED.

E. MEMBER / TENANT SIGN ALLOCATION

SIGN QUANTITIES AND AREAS AS SET FORTH IN THIS PROGRAM ARE DEEMED FAIR AND APPROPRIATE FOR THE CURRENT TENANT OCCUPANCIES. IN THE EVENT THAT TENANT LEASEHOLD SPACES ARE DIVIDED OR COMBINED IN THE FUTURE , SIGN LOCATIONS AREAS, AND QUANTITIES MAY CHANGE, PROVIDED THAT THE OVERALL SIGN AREA AND OTHER SIGN SIZE LIMITATIONS AS SET FORTH BY THIS PROGRAM ARE NOT EXCEEDED.

F. SIZE AND QUANITY

SIZES AND QUANTITIES FOR TENANT SIGNS SHALL BE OUTLINED IN THIS CRITERIA FOR EACH SIGN TYPE.

G. PROHIBITED SIGNS

THE FOLLOWING SIGNS ARE PROHIBITED BY OWNER:

- TEMPORARY SIGNS, WINDOW SIGNS, PLACARDS, FLAGS PENNANTS, AND BANNERS OF ANY TYPE SHALL BE PROHIBITED, EXCEPT AS OTHERWISE PREVIOUSLY APPROVED BY THE OWNER AND CLARK COUNTY PRIOR TO INSTALLATION.

- NO ANIMATED, FLASHING, AUDIBLE, OFF-PREMISE, OR VEHICLE SIGNS ARE ALLOWED.

- NO EXPOSED RACEWAYS, CROSS-OVERS, CONDUITS, NEON TUBE CONDUCTORS OR TRANSFORMERS ARE ALLOWED.

VENTURE CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

FABRICATION REQUIREMENTS

FABRICATION AND INSTALLATION OF ALL SIGNS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

A. ALL SIGNS SHALL BE FABRICATED AND INSTALLED WITH UL APPROVED COMPONENTS AND BE IN COMPLIANCE WITH ALL BUILDING AND ELECTRICAL CODES.

B. ALL SIGNS SHALL BE FABRICATED AND INSTALLED WITH NO VISIBLE SCREWS, SEEMS, RIVETS, OR FASTENING DEVICES.

C. SIGNS SHALL BE MADE OF DURABLE RUST INHIBITED MATERIALS THAT ARE APPROPRIATE AND COMPLEMENTARY TO THE BUILDING.

D. SIGN MANUFACTURE SHALL SUPPLY A UL LABEL IN AN INCONSPICUOUS LOCATION.

E. LOGO AND MONUMENT SIGN PAINT COLORS AND FINISHES MUST BE REVIEWED AND APPROVED BY THE OWNER.

F. NEON TUBING SHALL BE 12-13mm. NEON TRANSFORMERS SHALL BE 30MA. FLOURESCENT LAMPS ARE NOT PERMITTED.

G. LETTER FACES SHALL BE ATTACHED TO RETURNS USING A CONTINUOUS WELD. LIGHT LEAKS BETWEEN FACES AND RETURNS WILL NOT BE PERMITTED.

H. ALL HALO ILLUMINATED SIGNS WILL HAVE LETTER BACKS THAT ARE 3/16" THICK CLEAR LEXAN.

I. ALL HALO LETTERS SHALL BE INSTALLED PIN-MOUNTED 1-½" OFF BUILDING FASCIA USING THREADED RODS OR ANCHOR BOLTS. SPACERS SHALL BE NON-CORROSIVE, AND PAINTED TO MATCH BUILDING COLOR. ALL BOLTS AND MOUNTED DEVICES SHALL CONSIST OF PORCELAIN FINISHED IRON, STAINLESS STEEL, ALUMINUM OR CARBON BEARING STEEL WITH PAINTED FINISH. ANGLE CLIPS ATTACHED TO LETTER SIDES WILL NOT BE PERMITTED.

J. ALL SIGN FINISHES SHALL BE FREE OF DUST, ORANGE PEEL, DRIPS, AND RUNS. FINISHES SHOULD HAVE UNIFORM COVERAGE AND BE OF THE HIGHEST QUALITY.

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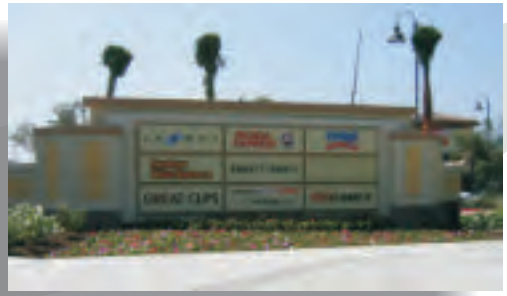


Identification Monuments

"...THE BASIC REQUIREMENT OF A HIGHWAY SIGN IS THAT IT BE LEGIBLE TO THOSE FOR WHOM IT IS INTENDED AND THAT IT BE UNDERSTOOD IN THE TIME TO PERMIT PROPER RESPONSE. THIS MEANS HIGH VISIBILITY, LETTERING OR SYMBOLS OF ADEQUATE SIZE, AND A SHORT LEGEND FOR QUICK PERCEPTION BY A DRIVER APPROACHING A SIGN AT HIGH SPEEDS."

The U.S. Department of Transportation

VENTURE
CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Sign Type - 1

THERE WILL BE T (2) MULTIPLE TENANT MONUMENTS. THEY WILL BE DOUBLE-FACED AND WILL IDENTIFY THE SITE AND TENANTS. EIGHT (8) TENANT PANELS WILL BE AVAILABLE FOR EACH SIDE.

SIZES
OAH (OVERALL HEIGHT): 10'-0"

CONSTRUCTION
ID CABINET: ALUMINUM CABINET AND ACCENTS PAINTED WITH DESIGNED COLORS.
PAINTED:
BASE CABINET: TBD
TENANT CABINET: BLACK

TENANT PANELS: ACRYLIC PANELS WITH 1ST SURFACE VINYL
ILLUMINATION:
HIGH OUTPUT FLUORESCENT
PAINTED:
TBD

TOP: ALUMINUM ACCENT TO MATCH BUILDING ACCENT.
PAINTED:
TBD

BASE: ALUMINUM GRASS GUARD

SIGN TYPE 1 - IDENTIFICATION MONUMENTS

VENTURE CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Sign Type - 2 multi- tenant building

THE OVERALL HEIGHT OF ANY SIGN LAYOUT FOR TENANT SHALL BE HELD TO A MAXIMUM VERTICAL HEIGHT OF THIRTY SIX INCHES (36") .

THE OVERALL LENGTH OF ANY MEMBER / TENANT BUILDING SIGN CAN NOT EXCEED 17 LINEAR FT IN WIDTH (BASIS: HORIZONTAL AXIS). WITH THE EXCEPTION ON BUILDINGS 5 & 6 (BASED ON SINGLE TENANT OCCUPANCY) A MAXIMUM SIGNAGE WIDTH OF 25 LINEAR FT IS ALLOWED.
ONLY ONE (1) SIGN IS ALLOWED PER TENANT FRONTAGE FACING A STREET OR DESIGNATED PARKING AREA.

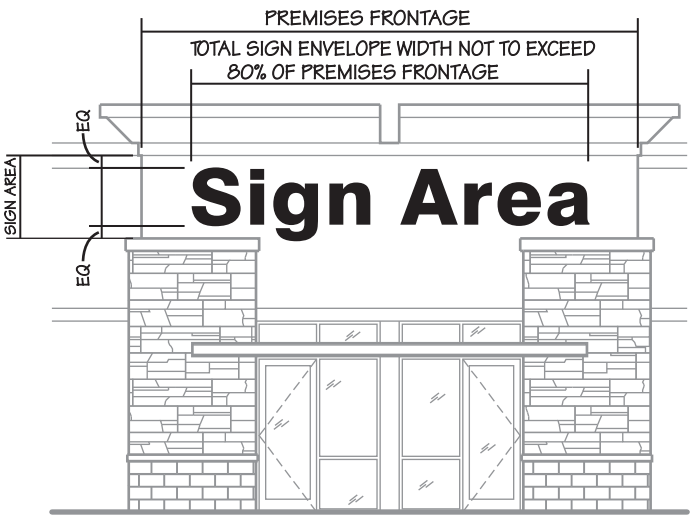
MEMBER / TENANT SIGN LOCATION TO BE CENTERED ON THE PREMISES AND / OR DOORWAY FRONTAGE. MEMBER / TENANTS WITH TWO FRONTAGES MAY BE PERMITTED TWO SIGNS SUBJECT TO THE OWNERS ASSOCIATION APPROVAL.

SIGN TYPE 2 - TENANT WALL SIGNS

VENTURE CORPORATION

Docusign Envelope ID: C0502BF5-D141-8E44-83A0-8415AF43B884

Sign Type - 2 multi- tenant building



THE OVERALL HEIGHT OF ANY SIGN LAYOUT FOR TENANT SHALL BE HELD TO A MAXIMUM VERTICAL HEIGHT OF THIRTY SIX INCHES (36") .

THE OVERALL LENGTH OF ANY MEMBER / TENANT BUILDING SIGN CAN NOT EXCEED 17 LINEAR FT IN WIDTH (BASIS: HORIZONTAL AXIS). WITH THE EXCEPTION ON BUILDINGS 5 & 6 (BASED ON SINGLE TENANT OCCUPANCY) A MAXIMUM SIGNAGE WIDTH OF 25 LINEAR FT IS ALLOWED.
ONLY ONE (1) SIGN IS ALLOWED PER TENANT FRONTAGE FACING A STREET OR DESIGNATED PARKING AREA.

MEMBER / TENANT SIGN LOCATION TO BE CENTERED ON THE PREMISES AND / OR DOORWAY FRONTAGE. MEMBER / TENANTS WITH TWO FRONTAGES MAY BE PERMITTED TWO SIGNS SUBJECT TO THE OWNERS ASSOCIATION APPROVAL.

SIGN TYPE 2 - TENANT WALL SIGNS

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Sign Type - 2

SIGN LAYOUTS

THE MAXIMUM LETTER HEIGHT SHALL NOT EXCEED A CAPITAL LETTER HEIGHT OF TWENTY FOUR INCHES (24") FOR A SINGLE LINE. DOUBLE LINES SHALL NOT EXCEED THIRTY SIX INCHES (36") IN TOTAL, LOGOS THAT ARE DISPLAYED CAN NOT EXCEED 36" IN HEIGHT AND MUST REMAIN WITHIN THE SAME PLANE OF THE PRIMARY SIGNAGE LAYOUT. LETTER HEIGHT MAY VARY. SEE RIGHT FOR EXAMPLES.

TENANT SIGNAGE MAY HAVE OCCASIONAL ASCENDERS AND DESCENDERS OR LOGO DETAILS (MAXIMUM OF 4%). THEY MAY NOT BE CLOSER THAN THREE INCHES (3") FROM A BREAK OR DELINEATION OF ARCHITECTURE.

A MINIMUM OF ONE-HALF LETTER HEIGHT LINE SPACING WILL BE USED BETWEEN ALL MULTIPLE LINES OF SIGNAGE LAYOUTS, UNLESS CORPORATE STANDARDS (OWNER'S REGISTERED TRADEMARK) CREATE A UNIQUE CIRCUMSTANCE.

SIGNAGE AREA AND QUANTITY

THE OVERALL HEIGHT OF ANY SIGN LAYOUT FOR TENANT SHALL BE HELD TO A MAXIMUM VERTICAL HEIGHT OF THIRTY SIX INCHES (36") .

THE OVERALL LENGTH OF ANY MEMBER / TENANT BUILDING SIGN CAN NOT EXCEED 17 LINEAR FT IN WIDTH (BASIS: HORIZONTAL AXIS). WITH THE EXCEPTION ON BUILDINGS 5 & 6 (BASED ON SINGLE TENANT OCCUPANCY) A MAXIMUM SIGNAGE WIDTH OF 25 LINEAR FT IS ALLOWED.
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TYPICAL SINGLE LINE SIGN LAYOUT

TYPICAL SINGLE LINE SIGN LAYOUT

TYPICAL DOUBLE LINE SIGN LAYOUT

SIGN TYPE 2 - TENANT WALL SIGNS

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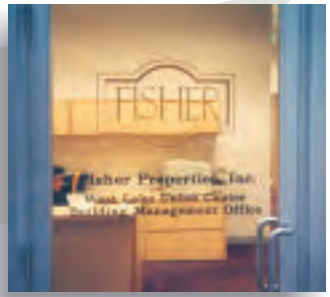

Additional Tenant Specs

Front & Rear Window ID Signage
Construction Signs

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Aggregate Sign Area
The Total area of all permitted signs pertaining to any one Owner/ occupant, which includes wall signage and window signage/ graphics

Architectural Frontage
The portion of the building frontage of the owned or lease space which has been delineated through use of reveals, patterning, matterials, finnishes, column break, etc that creates a special area for signage.

Building Frontage
The lineal frontage of the occupancy space.

Cabinet (Typical)
Acrylic, Plexiglas, or plastic-faced panels with surface or second-surface applied or painted graphics, internally backlit in a box construction.

Owner
'Board of Directors' of the Hualapai Professional Plaza Association, body that reviews and approves signage.

Graphics
Lettering, symbols, and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

Sign Area
The area contained within the smallest group of an individual rectangle, which enclosures all elements of a sign's copy and logos.

Street Front Signage
Signage installed parallel to the building fascia, typically located along the front of the building parapet, fascia or building wall intended for the viewing of vehicular traffic on the street or within parking areas.

Suite Entry & Graphics - Permanent
Signage located along the storefront portion, oriented to the pedestrian. Typically includes the transparent portion of storefront windows or entry doors and/or solid wall areas used for merchandise display and permanent graphics; architectural awnings; Owner/Occupant suite number; logo and name identification; secondary name modifiers; hours of operation; services or name brand marketing, menu cabinets, etc.

Suite Entry & Graphics - Temporary
Any Sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other like material with or without frames.

All signs at **Hualapai Professional Plaza** ,must be compatible with the standards outlined in these Signage Criteria Standards. The purpose of the sign standards is to ensure an attractive professional environment and to protect the interests of the surrounding neighborhood, Owner, and Member / Tenants of all buildings within the Plaza. Conformance will be strictly enforced, and any installed nonconforming or unapproved sighs will be brought into conformance at the sole expense of the Member/Tenant.

Each Member / Tenant is responsible for the manufacturing and installation of there own signage. If a Member / Tenant does not have a corporate logo, a standard recommended type style should be used. All corporate standards are subject to Board of Directors review.

Before designing signs, all Member / Tenants will receive a copy of these signage standards along with a checklist of submittal requirements. Sign plans submitted to the Board of Directors for approval must conform to these standards. The Board of Directors will administer and interpret the design quality of the submittal to the criteria. All signs must be approved in writing by the 'Board' prior to permit application and installation.

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For Board of Directors review, send signage drawings, in duplicate, to:

Venture
Corporation

5735 South Fort Apache Rd
Las Vegas, NV 89148
(702) 341-8809
Contact: Felicia Nilson

1 Signage Proposal Each Owner/Occupant must submit to the Board of Directors. two (2) sets of detailed Construction Drawings; project site plan of building location; colored elevations showing all proposed tenant wall signage, entry plaque and window graphics to scale. Detail construction drawings and specifications must include sizes, design, colors, materials, lettering, graphics, conduits, junction boxes, sleeves, and other mounting apparatus of all proposed wall and window signs. This submittal must be made, and approved by the committee, at least fifteen (15) days Prior to submitting requests for permits or manufacturing.

2 Sign contractor's responsibilities Prior to preparation of signage drawings and specifications, the Memver / Tenant sign contractor must review all architectural, structural, and electrical documents as they relate to the building wall and/or storefront at the proposed signage location. in addition, the sign contractor should visit the project site to become familiar with as-built conditions and verify all dimensions.

3 Board review After review of the signage proposal, the Board of Directors will return one of the two (2) sets of drawings to the Member / Tenant, marked either "approved," "approved with noted Revisions," or "Denied."

4 "Approved" If drawings are marked "Approved," the Member / Tenant is allowed to submit them to governing agencies for code compliance and approval. Once approvals have been received from the governing agencies, then the contractor is authorized to proceed with sign construction and installation in accordance with the approved drawings. A copy of the permit shall be sent to the owner for their files.

5 "Approved With Noted Revisions" If drawings are marked "Approved With Noted Revisions," the Member / Tenant is allowed to proceed with sign permitting provided that any modifications noted are incorporated into the design. An applicant that takes exception to the noted modifications may revise and resubmit, as explained below.

6 "Denied" If drawing is marked "Denied" the plans will be returned to the Member / Tenant with comments. The drawings should be revised and resubmitted for Committee approval.

7 Openings in building walls Locations of all openings for conduit and sleeves in building walls must be indicated by the sign contractor on the drawings submitted. The contractor shall install the sign in accordance with the approved drawings.

8 Messages Signs are restricted and advertising either (a) the person, firm, company, or corporation operating the use conducted on the site, or (b) the products sold therein, but not both.

9 Member / Tenant responsibilities for sign regulations The 'Boards' approval of a Member / Tenant's signage plan does not constitute an implication, representation, or certification by the Board of Directors, that those plans are in compliance with applicable statues, codes, ordinances, or other regulations. Compliance with other regulations is the sole responsibility of the Member / Tenant for all work performed on the premises by or for the Member / Tenant.

10 Prohibited signs

"Typical"- cabinet of acrylic, plexiglass, or plastic-faced panels with first-surfaced or second-surface applied or painted graphics, internally backlit graphics.

No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted, or affixed on any part of the buildings visible from outside the premises, except as specifically approved by the Board of Directors.

Rude, obscure, offensive, animated, flashing, blinking, rotating,

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moving, or audible signs.
Placards; posters; playbills; postings; paintings; flags; signs in public right-of-way; and fixed balloons are not permitted in any location, whether not visible from outside the premises.
Change-panel signs.
“A” frames and portable signs.
Signs that are installed without written approval from the Owner, or that are inconsistent with approved drawings, may be subject to removal and reinstallation by the Owner at the Member / Tenant’s expense.

11 Illuminated signs Clark County requires permits for all signs and electrical permits for all signs that are illuminated It is the Member / Tenant’s sole responsibility to secure these and any other permits that may be required prior to the construction and installation of any signs.

12 Size limitation Each Member / Tenant must limit the area of its sign in accordance with the area allocation for signage as outlined in the criteria standards. Maximum sign length varies according to the building frontage, but it must not exceed the area allocated. Each Member / Tenant will be granted a minimum of one sign.
Member / Tenants with more then one elevation wall may have one sign on each elevation, if code allows the amount of square footage per Member / Tenant

13 Labels No labels are permitted on the exposed surface of signs, except those required by local ordinance. Sets of individual letters shall have one label on the end letter only. (these are to be installed in an inconspicuous location.)

14 Freestanding and maintenance Each Member / Tenant is fully responsible for the upkeep and maintenance of its sign(s) and Member / Tenants are to repair any sign defects within five (5) days of notification. If an Member / Tenant does not repair said sign(s), the Board of Directors, at the Member / Tenant’s sole cost and expense, may repair and/or replace sign(s). A penalty of 100% of the ‘Boards’ cost to repair said signage, in addition to the cost of the repair. may be assessed to the Member / Tenant if the ‘Board’ is required to provide the necessary maintenance due to the Member / Tenant’s noncompliance following notification.

16 Illumination timer Member / Tenant to provide wiring, power and final hook up from house panel to j-box.

in all cases where signage is illuminated,
the power sources are restricted to
members / ownership interest unit’s sub panel.
the association’s powers sources
are not to be used.

17 Sealing of building penetrations All penetrations of the building structure required for sign installation and illumination shall be neatly sealed in a watertight fashion.

18 Damage caused by or during installation The sign contractor and/or Member /Tenant will pay for any damage to a building’s fascia, canopy, structure, roof, or flashing caused by sign installation. Member / Tenant shall be fully responsible for the operations of their sign contractor and shall indemnify, defend, and hold Board of Directors harmless for, and against damages or liabilities of account thereof.

19 Required insurance for sign contractors All sign contractors must carry workers’ compensation and commercial liability insurance against all damages suffered or done to any and all persons and/or property while engaged in the construction or installation of signs, with a combined single limit in an amount not less then one million and no/100 dollars ($1,000,000.00) per occurrence. Every sign contractor must hold a current contractor’s license in the State of Nevada.

20 Board of Director’s right to modify requirements The ‘board’ has the right to modify the sign standards for design quality and criteria requirements for any Member / Tenant.

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SIGNAGE REVIEW SUBMITAL CHECKLIST

General Information

- ☐ Name of Project
- ☐ Name of building Member / Tenant, address, suite number, phone and fax numbers
- ☐ Two (2) full color sets of drawings
- ☐ Site Plan with building footprint of Member /Tenant's space and building sign location(s)
  (Include street names and North arrow on plans)

Signage Drawings Must Inclue :

Elevation showing :

- ☐ Height from grade to measuring standard per criteria specifications
- ☐ Dimensioned length of Member / Tenant's frontage where sign is located
- ☐ background wall callouts - finishes, colors, etc.

Colored drawings or photographs of :

- ☐ All elevations proposed to have signage, illustrating the signage place

Details of letter/logo layouts with :

- ☐ All dimensions including square footage
- ☐ Colors to be used
- ☐ Fabrication and installation methods
- ☐ Finished per standards

Sign Fabrication information :

- ☐ Company name, contact name, phone number and address

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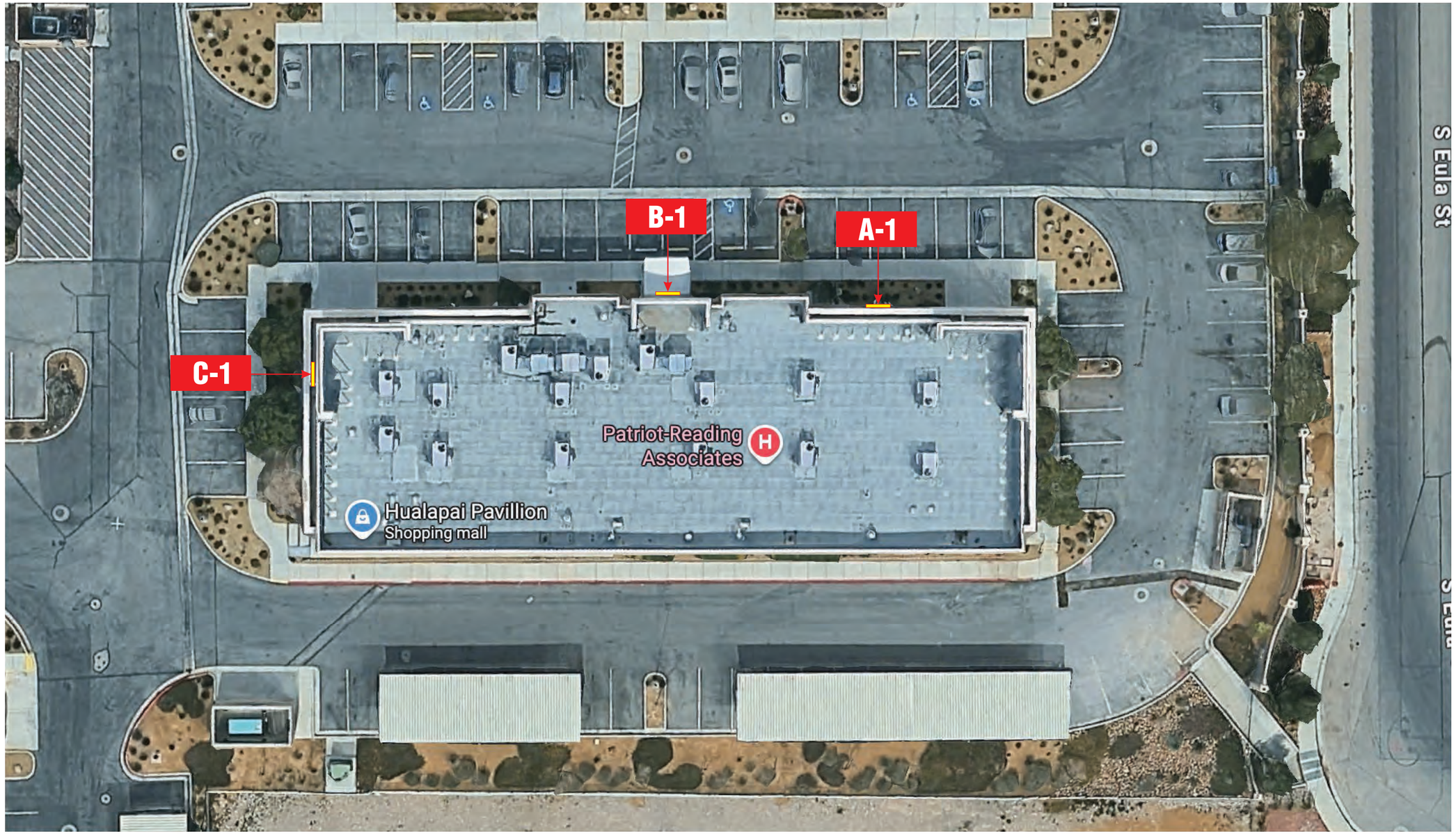
EXHIBIT "C-1"

TENANT'S APPROVED SIGN



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PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	1 OF 8

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A-1

North Elevation Entrance 1

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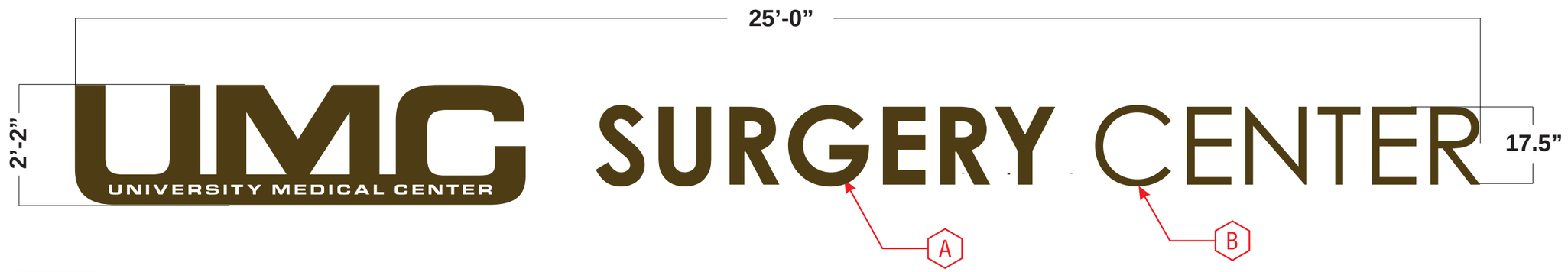

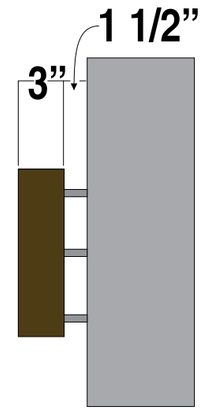

A	ILLUMINATED REVERSE CHANNEL LETTERS - DIMENSIONS
3.0	

PART	MANUFACTURE AND INSTALL THE FOLLOWING:	FINISHES	QTY
A	- LETTERS TO BE ROUTED-OUT ALUMINUM FACES WITH 3" DEEP ALUMINUM RETURNS - EXTERIOR OF LETTERS TO BE PAINTED FINISH, INTERIOR TO BE REFLECTIVE WHITE	PT-1	ONE SET (1)
B	- LETTER BACKS TO BE ROUTED-OUT 1/4" CLEAR LEXAN TO CREATE HALO EFFECT - LETTERS TO BE INTERNALLY ILLUMINA TED USING 7100K WHITE LED MODULES - LETTERS TO BE MOUNTED TO WALL USING 1 1/2" PVC OR METAL SPACERS	PT-1	

FINISH SCHEDULE	
PT-1	MATTHEWS PAINT DURANODIC BRONZE (SATIN FINISH)

GENERAL NOTES

- ALL SIGNAGE TO BE MOUNTED TO BUILDING WALL USING APPROPRIATE FASTENERS AND METHODS, EXACT MOUNTING TO BE VERIFIED IN FIELD OR DETERMINED BY STRUCTURAL ENGINEER WHERE APPLICABLE
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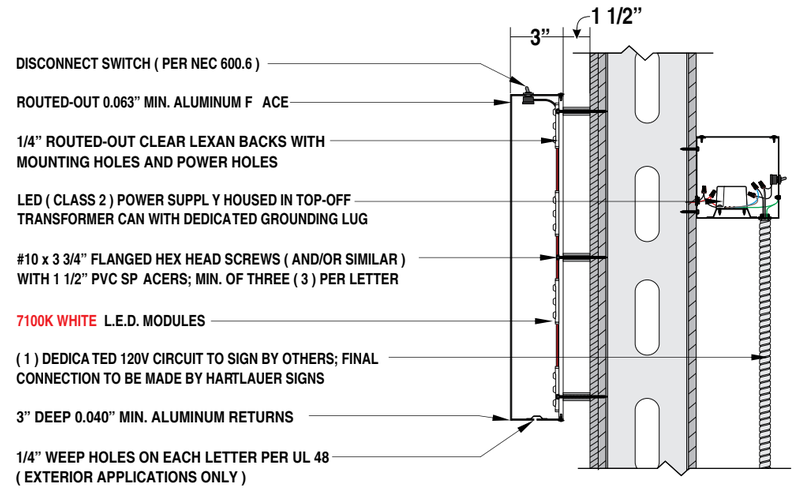
- MIN. OF ONE (1) 120V 20A CIRCUIT TO WITHIN 6' OF SIGN LOCATION(S) BY OTHERS, FINAL ELECTRICAL CONNECTION TO BE MADE BY HARTLAUER SIGNS (PRELIMINARY REQUIREMENTS)

ILLUMINATION EXAMPLE

SIDE VIEW



B	ILLUMINA TED REVERSE CHANNEL LETTERS - DETAIL
3.0	scale: N.T.S.

ELECTRICAL TO BE U.L. APPROVED AND SHALL MEET N.E.C. STANDARDS
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OWNER NAME:	
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CONTRACTOR:	

DATE DRAWN:	8/7/26
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B-1

North Elevation Entrance 2

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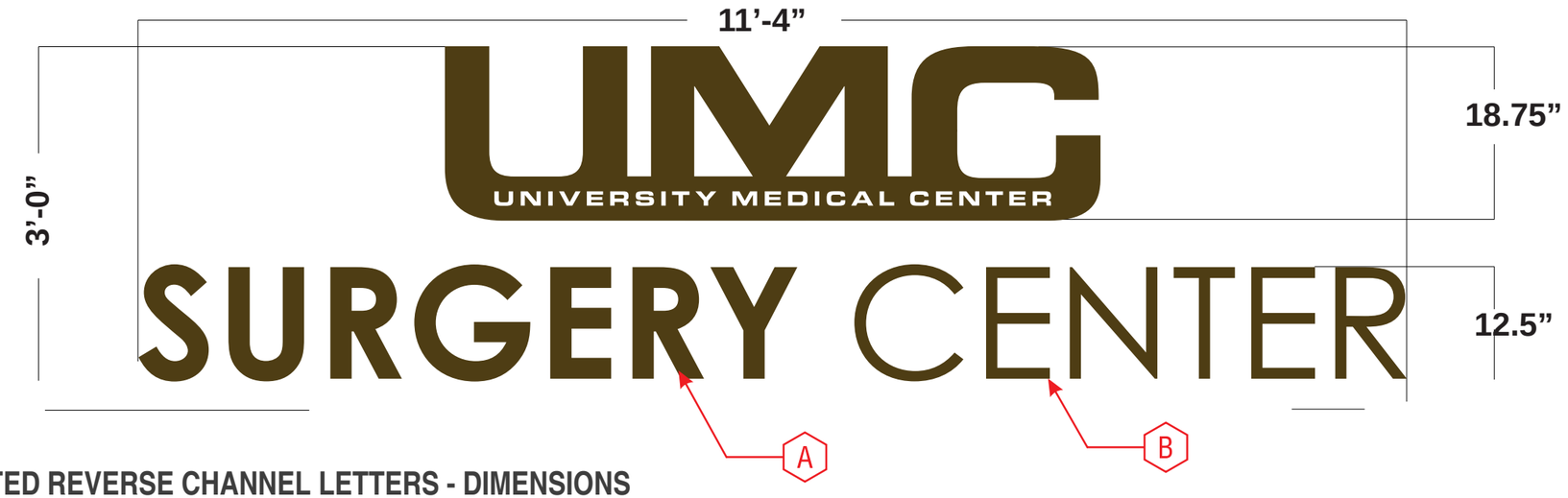

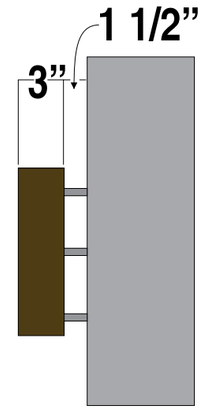

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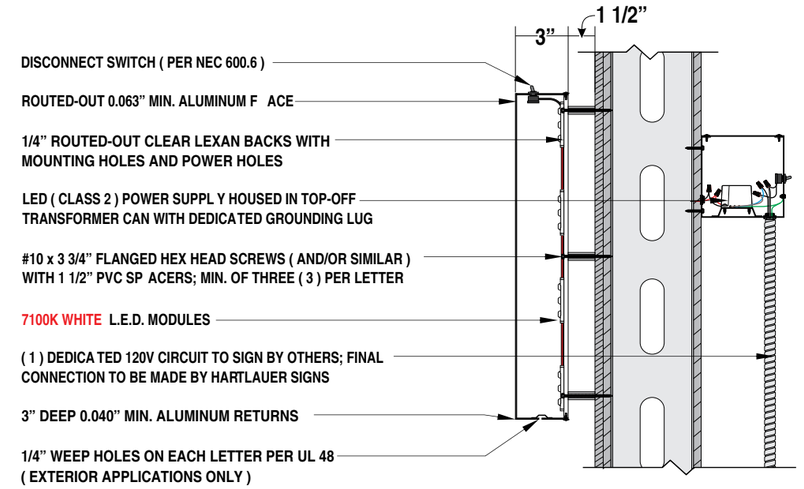

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West Elevation Facing Hualapai

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OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	6 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

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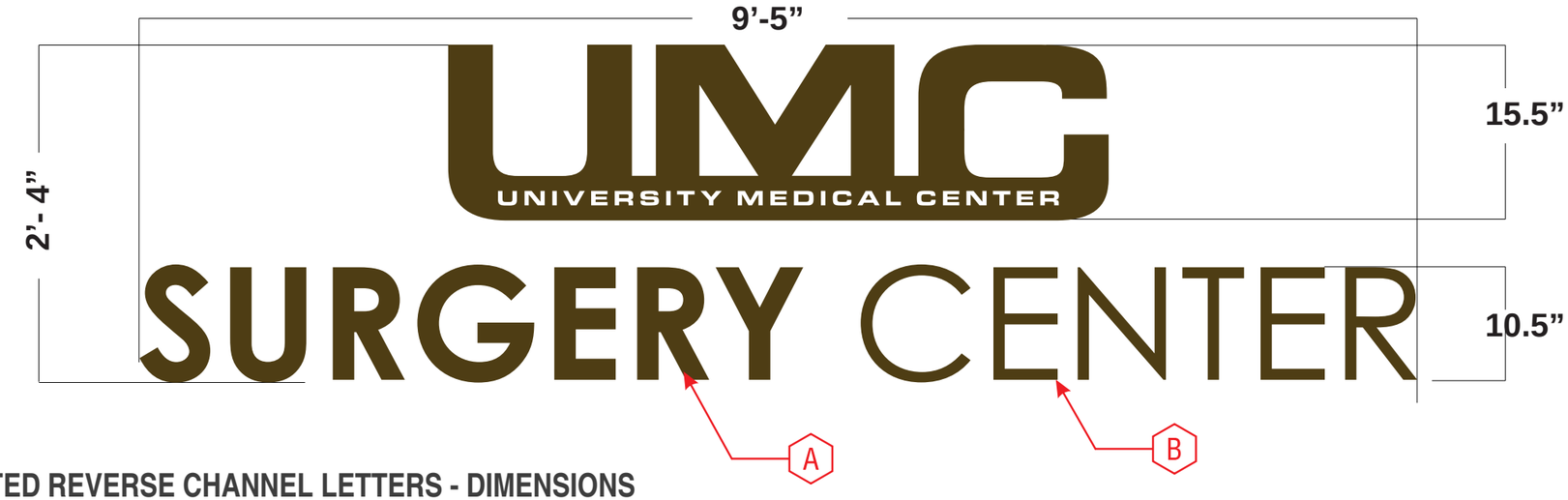
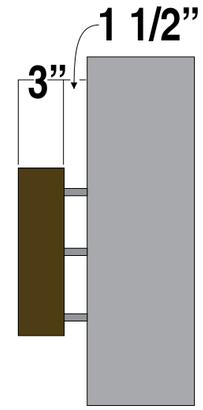
C-1





A	ILLUMINATED REVERSE CHANNEL LETTERS - DIMENSIONS
3.0	

PART	MANUFACTURE AND INSTALL THE FOLLOWING:	FINISHES	QTY
A	- LETTERS TO BE ROUTED-OUT ALUMINUM FACES WITH 3" DEEP ALUMINUM RETURNS - EXTERIOR OF LETTERS TO BE PAINTED FINISH, INTERIOR TO BE REFLECTIVE WHITE	PT-1	ONE SET (1)
B	- LETTER BACKS TO BE ROUTED-OUT 1/4" CLEAR LEXAN TO CREATE HALO EFFECT - LETTERS TO BE INTERNALLY ILLUMINA TED USING 7100K WHITE LED MODULES - LETTERS TO BE MOUNTED TO WALL USING 1 1/2" PVC OR METAL SPACERS	PT-1	

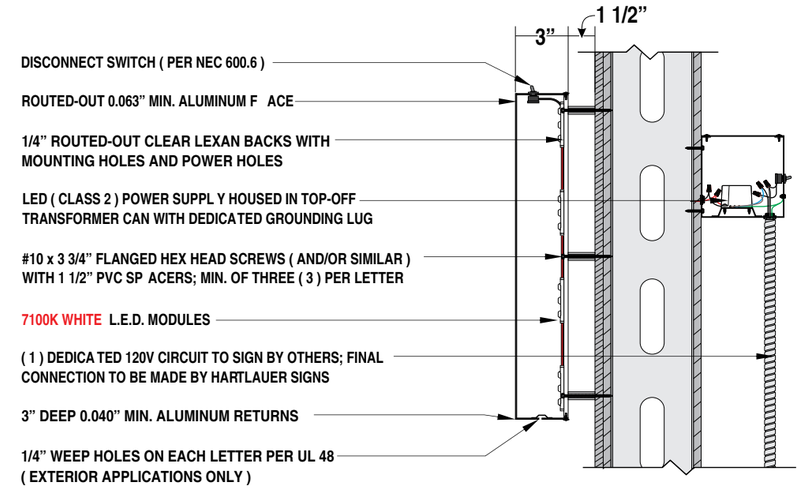
FINISH SCHEDULE	
PT-1	MATTHEWS PAINT DURANODIC BRONZE (SATIN FINISH)

GENERAL NOTES

- ALL SIGNAGE TO BE MOUNTED TO BUILDING WALL USING APPROPRIATE FASTENERS AND METHODS, EXACT MOUNTING TO BE VERIFIED IN FIELD OR DETERMINED BY STRUCTURAL ENGINEER WHERE APPLICABLE
- ANY EXISTING SIGNAGE TO BE REMOVED AND W ALL REPAIRED BEFORE INSTALLATION OF ANY NEW SIGNAGE
- MIN. OF ONE (1) 120V 20A CIRCUIT TO WITHIN 6' OF SIGN LOCATION(S) BY OTHERS, FINAL ELECTRICAL CONNECTION TO BE MADE BY HARTLAUER SIGNS (PRELIMINARY REQUIREMENTS)

ILLUMINATION EXAMPLE

SIDE VIEW



B	ILLUMINA TED REVERSE CHANNEL LETTERS - DETAIL
3.0	scale: N.T.S.

ELECTRICAL TO BE U.L. APPROVED AND SHALL MEET N.E.C. STANDARDS
Underwriters Laboratories Inc.
ELECTRIC SIGN

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Hualapai Pylon

UMC Surgery Center

One (1) set
40"x11"
tenant vinyl
for d/s monument sign
gloss black vinyl

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INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ 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:

	NONE	
Corporate/Business Entity Name:	VERLAINE LLC	
(Include d.b.a., if applicable)		
Street Address:	6970 S. Cimarron Road #220	**Website: N/A**
City, State and Zip Code:	LAS VEGAS, NV 89113	**POC Name:** **Email:**
Telephone No:	702-401-1059	**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)
NONE		

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

GEORGE JOHNSON
Print Name

Property Manager
Title

08/03/2026
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

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

September 22, 2026

Agenda Item #

16