UMC Governing Board Audit and Finance Committee

Wednesday, October 21, 2026 - 2:00 pm

Delta Point Building - Emerald Conference Room - 1st Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
October 21, 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 September 22, 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 September 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 Seven to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., for Managed Care services; or take action as deemed appropriate. *(For possible action)*

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

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

9. Review and recommend for approval by the Governing Board, the Agreement with UNLV Health for colonoscopy services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

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

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

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

13. 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

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

University Medical Center of Southern Nevada
Governing Board Audit and Finance Committee Meeting
September 22, 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
Christian Haase (via Teams)
Mary Lynn Palenik (via Teams)

Absent:
None

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Kendrick Russell, Chief Human Resources Officer
Doug Metzger, Controller
Chris Jones, Executive Director of Support Service
Susan Pitz – General Counsel
Lia Allen, Assistant General Counsel – Contracts
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

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

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee held on August 19, 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 August FY27; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- August FY27 Financial Report

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

Key indicators for the month were reviewed and compared to budget and prior year. Admissions for August were below budget 6%. Average daily census was 366. Lenth of stay continues to remain high, at 6.30. Hospital CMI was 1.84 and Medicare CMI was 1.81. Ms. Wakem noted that the key driver was due to the high number of observation cases. The conversion rate of patients was 8.69%, up from prior year of 6.90%; noting that this is an area for improvement.

Inpatient surgery cases were strong for the month, and outpatient cases were 34 cases above budget. There were 13 transplants.

ER visits were 339 cases above budget. Quick care and primary care initiatives are in place to increase growth in those settings. Ortho clinic visits were down 491 cases and there were 99 deliveries. The Crisis Stabilization Center saw a record high at 535 cases. A brief discussion ensued regarding the increase in COVID cases in the valley.

In payor mix trended, commercial dropped 2%, and self-pay was up 2.45%. There has been a significant increase in presumptive eligibility applications for those applying for Medicaid.

The August income statement showed net patient revenue, $2.1 million above budget. Other revenue was over budget $77K. Total operating revenue was above budget $2.2 million. Operating expenses were above budget $920K. EBITDA was $1.4 million on a budget of $300K. Year to date EBITDA was $4.8 million on a budget of $800K.

In SWB, labor was over budget by $1.7 million. Paid FTEs were up by department; the key driver was in pediatrics. Overtime was over budget $350K. A slide highlighting progress of the FY27 goals will be presented beginning next month.

All other expenses were below budget $726K due to surgical supplies.

Key financial indicators were reviewed across profitability, labor, liquidity, and cash collections. Profitability and labor were in the red. Ms. Wakem noted challenges in coding accounts due to a change in software, which has impacted cash collections. Days cash on hand was just under 2 months. Cash

collections in the business office and point-of-service collections fell short of reaching their goals.

Organizational goals were reviewed. Only one of the three goals were met. Management has initiated initiatives that will help to improve the surgery volumes. Ms. Wakem commented on the challenges related to the SWB goal. Chair Hagerty commented on the nationwide trend of how labor and salary expenses are outpacing revenue for hospitals.

The cash flow statement showed that approximately $53million was received during the month. Approximately $31 million is outstanding in supplemental payments.

Next, the capital investment trend over a 10-year period was presented as informational.

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

Member Noonan asked if the county would continue to provide supplemental funding related to the Crisis Stabilization Center. Ms. Wakem affirmed that the county will still provide supplemental funding and it will be used as needed.

Member Palenik inquired about the trend of the SWB being above budget despite admissions being below budget. Ms. Wakem explained that length of stay drove the need for additional labor. Ms. Fox added that approximately 14 beds were unavailable due to construction, as well as staff call-offs, and FMLA. The discussion continued regarding tracking absenteeism and other behaviors that contribute to staffing shortages.

Member Noonan inquired of the progress of the 24/7 Quick Care Clinic. Mr. Marinello responded that the target opening date is November 2nd.

A discussion ensued regarding a real-time productivity management tool that will assist in managing labor.

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:
The audit is anticipated to be complete in August. Adjustments are coming in $5 million favorable.

UCLA Designation:

UMC is going to submit an application to change its designation from urban to rural. This could create an increase to IME payments. There was a brief conversation regarding the qualifications.

Misc.:
In August, the Raiders announced that they will be donating $25 million to Intermountain to help build the Children's Hospital.

FINAL ACTION TAKEN:
None taken

ITEM NO. 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)*

DOCUMENTS SUBMITTED:
- Provider Agreement – Amendment 12
- Disclosure of Ownership

DISCUSSION:
This amendment updates the compensation plan, charge master language, and incorporates Battle Born provisions to the current agreement.

FINAL ACTION TAKEN:

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

ITEM NO. 7 Review and recommend for approval by the Governing Board the Amendment 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)*

DOCUMENTS SUBMITTED:
- Service Agreement - Amendment Two

DISCUSSION:

This request is to exercise the 2nd of two renewal options to extend the term of the agreement and add additional funds. The vendor has 90-120 days to work self-pay and pre-collection balances before accounts are referred to bad debt.

Member Noonan asked if this vendor is used by other hospitals. Ms. Allen responded that they are commonly used.

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 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)*

DOCUMENTS SUBMITTED:
- Surgical Assist Services Agreement
- Disclosure of Ownership

DISCUSSION:
EVH Network will provide first-assist services during surgeries performed at UMC. This new agreement will have a 3-year term and termination upon 90 days' notice.

There was a brief discussion regarding the staff who will assist in performing surgeries. Ms. Fox responded that this is a niche area with highly specialized staff who cover CVT and other complex surgeries, as well as provide training to UMC staff for surgical first assist. They are nationally board-certified.

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

DOCUMENTS SUBMITTED:
- Agreement for LOGIQ E10 Ultrasound Machines - Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

UMC will purchase four new GE ultrasound machines. The current ultrasound machines are outdated and approaching the end of their life cycle. It is essential to replace these machines to ensure compliance with the Radiology Resident Program. HealthTrust GPO pricing was obtained.

A discussion ensued regarding the quantity of machines requested and if that was adequate. Ms. Allen responded that these are the machines that have been identified as needing immediate replacement.

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 Third Amendment to Master Services Agreement with HealthCare Inspired,

LLC for Coding Support Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Audit Services Agreement
- Disclosure of Ownership

DISCUSSION:

This is the 3rd amendment with the vendor to expand the scope of services to include coding support and auditing services. This is a 3-year, with termination upon 15 days' notice.

Member Palenik asked if this service should be competitively bid out. Staff responded that this vendor is familiar with UMC's needs, but in future there may be opportunity to bid out for this service.

Ms. Wakem added that this is one of many coding companies used by UMC, but this vendor is used for more specialized and more complex coding. A discussion ensued regarding the opportunity to ensure accuracy in coding with AI technology.

The Committee asked whether there is a medical exception allowing qualified remote workers to provide this coding service. The Committee would like to collaborate with staff on the requirements for allowing employees to work outside Clark County. The discussion continued on the pros and cons of remote work opportunities. They would like to discuss this topic and related opportunities in more detail with staff.

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

ITEM NO. 11 Review and recommend for 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)*

DOCUMENTS SUBMITTED:
- CDIS Agreement
- Disclosure of Ownership

DISCUSSION:
This is an agreement for the vendor to provide a review of clinical documentation and medical record reviews. This is a 3-year agreement with termination upon 30 days without cause.

A discussion ensued about whether there could be cost savings if we employed in-house rather than contracting out for this service. Staff explained the FTE and the benefits that would be provided to employees. Ms. Wakem

will provide an analysis to determine cost savings if the service were performed by UMC employees rather than contracted out.

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

DOCUMENTS SUBMITTED:
- Quote Addendum
- Disclosure of Ownership

DISCUSSION:

This is a new 5-year agreement for the Azurion 7 M12 machines, essential for use in the Cath Lab. This agreement will ensure continued required maintenance and repairs. Termination for convenience is allowed with 60 days' notice.

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

ITEM NO. 13 Review and recommend for approval by the Governing Board the 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)*

DOCUMENTS SUBMITTED:
- Amendment 1 to Agreement for 340B Recovery Services

DISCUSSION:

This amendment will extend the term of the agreement for 3 years. The software core functions are to track outside referrals by matching prescriptions issued by outside doctors/prescribers with the prescriptions dispensed to UMC's 340B eligible patients, proves compliance by handling complex documentation needed to verify those outside prescriptions qualify for 340B savings under strict government rules and automates the process to cut down on manual paperwork by connecting electronic health records with pharmacies. This is a contingency agreement with a not-to-exceed amount.

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. 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)*

DOCUMENTS SUBMITTED:
- Service Agreement

DISCUSSION:

UMC issued a request for proposal and received 4 respondents. After a review of the proposals, the ad hoc review committee recommends award to Intelas Health, LLC as the lowest responsive bidder for approval of the new 5-year agreement. Intelas will manage repairs and provide support and training at the hospital campus and at satellite clinics. Termination is available with 90 days without cause.

Member Palenik inquired about the cushion for equipment additions or deletions, and who advises whether this is necessary. Ms. Allen responded that the 25% cushion allows for additional purchases in the event of new clinic locations. This is tracked by UMC and determined by the need to purchase equipment. Mr. Marinello added that UMC will inform the vendor whether new equipment is needed.

A brief discussion continued regarding how cost savings are validated and any performance-based incentives.

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

DOCUMENTS SUBMITTED:
- Lease Agreement
- Disclosure of Ownership

DISCUSSION:

Mr. Marinello presented a business overview of the Ambulatory Surgery Center. This 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. The ASC will support the organization's objective to transition appropriate outpatient procedures to an ASC while backfilling hospital capacity with inpatient surgical growth.

UMC currently operates 18 OR suites and 3 Endo suites. He reiterated that moving these cases will create capacity in the hospital OR and will generate greater reimbursement and improve efficiency. The targeted cases include ENT, orthopedic, general surgery, plastic surgery, and GI procedures. An image of the proposed location was shown. The center would house 3 OR suites, 3 exam rooms, sterile processing, preoperative and recovery areas.

The lease is 10 years with two 5-year renewal options.

A review of the operations plan of projected volume, hours of operation and average case volume per day was reviewed. The target opening date for the ASC would be in April 2027. The Committee reviewed the financial assessment for the next 5-year period.

There was continued discussion regarding the 6-month rent lease abatement payments. Mr. Jones stated that the lease abatement was negotiated into the agreement, as the building will need to be inspected, licensed, and the equipment move in. There was clarification regarding the year-one lease amount.

Member Noonan asked if there is an opportunity to purchase the building in year 2 or 3. Mr. Jones responded that UMC has the first right of refusal.

The Committee would like the financial assessment to include hospital operations financials for a clearer picture of overall financial benefits. Chair Hagerty added that the Committee will closely monitor inpatient surgery forecasts for FY28.

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

SECTION 3: EMERGING ISSUES

ITEM NO. 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)*

The Committee would like a review of the following:

Future presentation on UMC's coding and payor reimbursement processes

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 September FY27**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Governing Board Audit and Finance Committee receive the monthly financial report for Septemer FY27; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 21, 2026

Agenda Item #

4


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

KEY INDICATORS – SEP

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var	12-Mo Avg	Variance	% Var
APDs	18,742	18,932	(190)	(1.00%)	17,750	993	5.59%	18,981	(239)	(1.26%)
Total Admissions	1,900	1,962	(62)	(3.15%)	1,888	12	0.64%	1,978	(78)	(3.95%)
Observation Days	1,003	791	212	26.80%	874	129	14.76%	924	79	8.57%
ADC	377	357	20	5.68%	361	16	4.39%	379	(2)	(0.50%)
ALOS (Admits)	5.83	5.82	0.01	0.20%	5.71	0.12	2.10%	5.66	0.17	2.99%
ALOS (Obs)	1.13	1.19	(0.06)	(5.19%)	1.19	(0.06)	(5.19%)	1.20	(0.07)	(6.01%)
Hospital CMI	1.79	1.84	(0.05)	(2.71%)	1.88	(0.09)	(4.79%)	1.87	(0.08)	(4.33%)
Medicare CMI	1.88	1.99	(0.11)	(5.54%)	2.08	(0.21)	(9.61%)	2.01	(0.13)	(6.49%)
Total IP Surgery Cases	899	892	7	0.78%	833	66	7.92%	822	77	9.35%
Total OP Surgery Cases	747	707	40	5.60%	637	110	17.27%	715	32	4.44%
Transplants	17	12	5	41.67%	17	-	0.00%	13	4	27.50%
Total ER Visits	9,866	9,431	435	4.61%	9,418	448	4.76%	9,766	100	1.03%
ED to Admission	13.13%	-	-	-	13.46%	(0.34%)	-	14.43%	(1.31%)	-
ED to Observation	7.42%	-	-	-	7.33%	0.09%	-	7.00%	0.42%	-
ED to Adm/Obs	20.55%	-	-	-	20.79%	(0.24%)	-	21.44%	(0.89%)	-
Quick Cares	15,520	15,783	(263)	(1.67%)	15,783	(263)	(1.67%)	16,500	(980)	(5.94%)
Primary Care	4,309	7,080	(2,771)	(39.14%)	7,073	(2,764)	(39.08%)	5,969	(1,660)	(27.81%)
OP Ortho Clinic	3,347	3,696	(349)	(9.45%)	3,192	155	4.86%	3,219	128	3.96%
Deliveries	111	112	(1)	(0.72%)	109	2	1.83%	105	6	5.97%
Crisis Stabilization Center	451	370	81	21.89%	162	289	178.40%	312	139	44.47%
OP Infusion Clinic	625	470	155	32.98%	398	227	57.04%	553	72	13.02%

PAYOR MIX

IP- Payor Mix 12 Mo Sep- 26

Fin Class	Aug- 26	Sep- 26	12-Mo Avg	Sep to Avg Var	Sep- 25	YoY Var
Commercial	15.81%	16.12%	17.54%	(1.42%)	16.75%	(0.63%)
Government	4.52%	4.42%	4.40%	0.02%	4.18%	0.24%
Medicaid	42.20%	40.26%	41.48%	(1.22%)	39.18%	1.08%
Medicare	29.72%	30.25%	31.13%	(0.88%)	34.91%	(4.66%)
Self Pay	7.75%	8.95%	5.46%	3.49%	4.98%	3.97%

SUMMARY INCOME STATEMENT – SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$541,573,861	$499,413,229	$42,160,632	8.44%	
Net Patient Revenue	$87,277,361	$84,526,012	$2,751,349	3.26%	
Other Revenue	$3,480,565	$3,494,043	($13,478)	(0.39%)	
Total Operating Revenue	**$90,757,926**	**$88,020,056**	**$2,737,870**	**3.11%**	
Net Patient Revenue as a % of Gross	16.12%	16.93%	(0.81%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$95,361,471**	**$92,942,711**	**$2,418,760**	**2.60%**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($4,603,545)**	**($4,922,655)**	**$319,110**	**06.48%**	
Add back: Depr & Amort.	$4,926,691	$5,016,161	($89,470)	(1.78%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$323,146**	**$93,506**	**$229,640**	**245.59%**	
EBITDA Margin	**0.36%**	**0.11%**	**0.25%**	**-**	

SUMMARY INCOME STATEMENT – YTD SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$1,650,396,753	$1,541,400,976	$108,995,778	7.07%	
Net Patient Revenue	$269,326,075	$258,390,221	$10,935,854	4.23%	
Other Revenue	$9,959,841	$10,536,006	($576,165)	(5.47%)	
Total Operating Revenue	**$279,285,915**	**$268,926,226**	**$10,359,689**	**3.85%**	
Net Patient Revenue as a % of Gross	16.32%	16.76%	(0.44%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$288,670,303**	**$283,127,964**	**$5,542,338**	**1.96%**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($9,384,387)**	**($14,201,738)**	**$4,817,350**	**33.92%**	
Add back: Depr & Amort.	$14,470,719	$15,047,524	($576,805)	(3.83%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$5,086,331**	**$845,787**	**$4,240,545**	**501.37%**	
EBITDA Margin	**1.82%**	**0.31%**	**1.51%**	**-**	

SUMMARY INCOME STATEMENT – CSC YTD SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$1,621,451	$817,832	$803,619	98.26%	
Net Patient Revenue	$885,000	$648,000	$237,000	36.57%	
Net Patient Revenue as a % of Gross	54.58%	79.23%	(24.65%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$1,780,564**	**$1,900,232**	**($119,668)**	**(6.30%)**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($895,564)**	**($1,252,232)**	**$356,668**	**28.48%**	

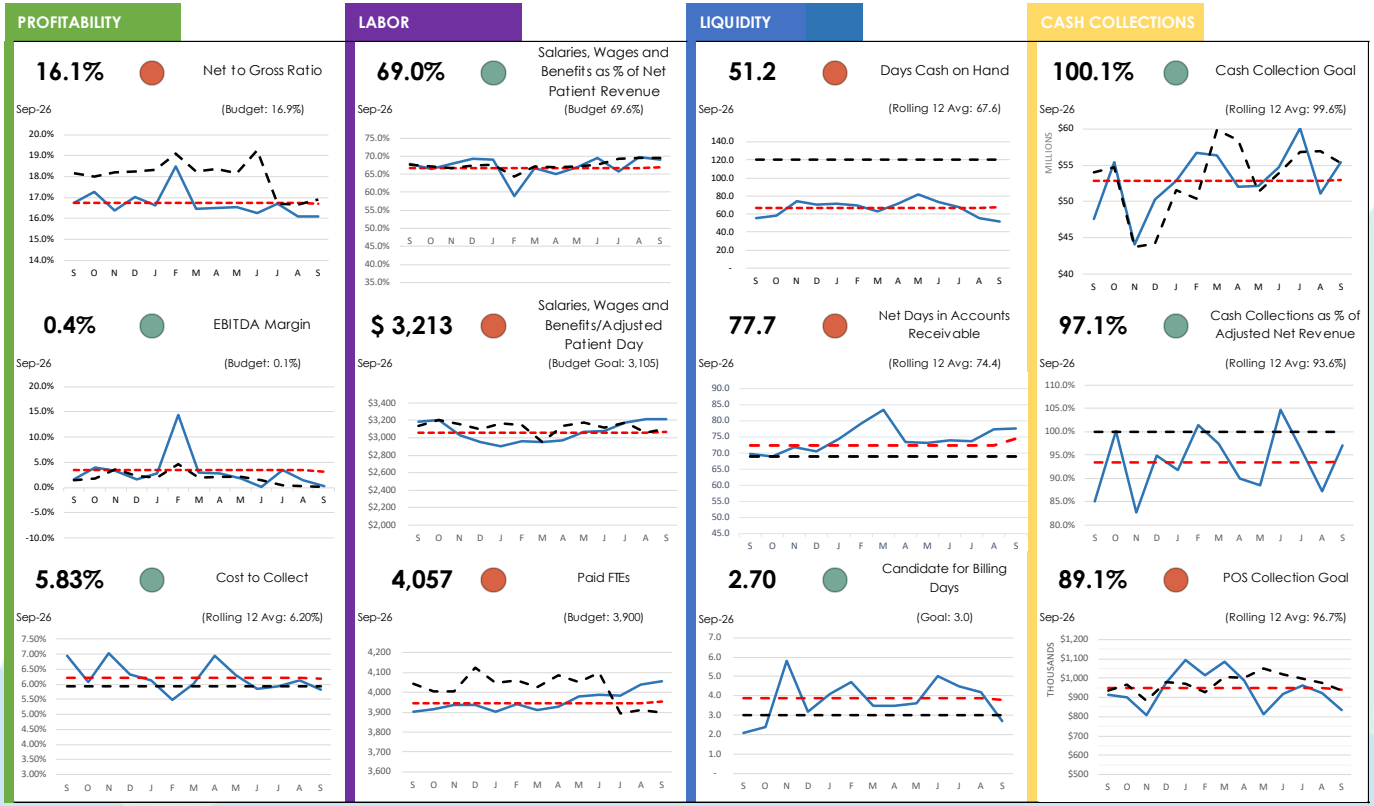
SALARY & BENEFIT EXPENSE – SEP

	Actual	Budget	Variance	% Variance	
Salaries	$39,228,923	$38,463,921	$765,002	1.99%	
Benefits	$18,296,233	$18,209,216	$87,017	0.48%	
Overtime	$1,029,292	$702,833	$326,460	46.45%	
Contract Labor	$1,667,719	$1,416,672	$251,047	17.72%	
TOTAL	$60,222,168	$58,792,642	$1,429,527	2.43%	
Paid FTEs	4,057	3,900	157	4.03%	
Paid FTEs (Flex)	4,057	3,951	106	2.69%	
SWB per FTE	$14,844	$15,076	($232)	(1.54%)	
SWB/APD	$3,213	$3,105	$108	3.47%	
SWB % of Net	69.00%	69.56%	-	(0.55%)	
AEPOB	6.49	6.18	0.31	5.09%	

EXPENSES – SEP

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,685,736	$2,660,720	$25,016	0.94%	
Supplies	$17,274,658	$16,359,876	$914,782	5.59%	
Purchased Services	$7,314,165	$7,050,909	$263,257	3.73%	
Depreciation	$2,931,280	$2,923,106	$8,175	0.28%	
Amortization	$1,995,410	$2,093,055	($97,645)	(4.67%)	
Repairs & Maintenance	$963,832	$1,003,888	($40,056)	(3.99%)	
Utilities	$584,720	$758,541	($173,820)	(22.92%)	
Other Expenses	$1,174,524	$1,160,321	$14,202	1.22%	
Rental	$214,976	$139,654	$75,322	53.93%	
Total Other Expenses	**$35,139,302**	**$34,150,069**	**$989,233**	**2.90%**	

KEY FINANCIAL INDICATORS – SEP



Actual
Rolling Average
Target

ORGANIZATIONAL GOALS FINANCE/OPERATIONS SEP

	Q1	Target	Variance
Exceed fiscal year budgeted EBITDA	$5,086,331	$845,787	$4,240,545
Surgery Volume > 9%	4,903	4,929	(26)
Surgery Volume > 11%	4,903	5,025	(122)
Salary, Wages, & Benefits <66% of Net Revenue	68.11%	66.00%	2.11%
Salary, Wages, & Benefits <64% of Net Revenue	68.11%	64.00%	4.11%

FY27 CASH FLOW

	September 2026	August 2026	July 2026	YTD of FY2027
Operating Activities				
Cash received from patients and payors	73,919,948	53,241,277	64,647,223	191,808,449
Cash paid to vendors	(34,204,762)	(35,038,847)	(32,772,928)	(68,326,206)
Cash paid to employees	(53,868,756)	(54,024,215)	(53,570,405)	(195,153,707)
Other operating receipts/(disbursements)	2,697,767	3,181,855	3,565,529	9,445,151
Net cash provided by/(used in) operations	(11,455,802)	(32,639,930)	(18,130,581)	(62,226,313)
Investing Activities				
Purchase of property and equipment, net	(670,975)	(3,627,606)	(1,962,490)	(6,261,070)
Interest received	838	1,323,121	1,104,702	2,428,661
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	1,998,219	4,945,452	2,232,018	9,175,689
Net cash provided by/(used in) investing activities	1,328,082	2,640,968	1,374,230	5,343,280
Financing Activities				
From/(to) Clark County	-	-	-	-
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)	-	(3,000,000)
Increase/(decrease) in cash	(10,127,720)	(32,998,962)	(16,756,351)	(59,883,033)
Cash beginning of period	91,817,266	124,816,228	141,572,579	141,572,578
Cash end of period	81,689,545	91,817,266	124,816,227	81,689,545
Unrestricted cash	81,689,545	91,817,266	124,816,227	81,689,545
Cash restricted by donor	4,507,856	4,488,168	4,404,972	4,507,856
Internally designated cash	73,422,320	75,420,539	80,365,991	73,422,320

FY27 BALANCE SHEET HIGHLIGHTS

	September 2026	August 2026	July 2026
CASH			
Unrestricted	$ 81.7	$ 91.8	$ 124.8
Restricted by donor	4.5	4.5	4.4
Internally designated	73.4	75.4	80.4
	$ 159.6	$ 171.7	$ 209.6
NET WORKING CAPITAL	$ 202.3	$ 201.7	$ 198.3
NET PP&E	$ 296.0	$ 298.0	$ 297.3
LONG-TERM DEBT- Bond related (net of current debt)			
NET PENSION LIABILITY	$ 638.3	$ 638.3	$ 638.3
NET POSITION	$ (208.5)	$ (203.6)	$ (201.1)

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 21, 2026

Agenda Item #

5

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

Issue:	**Amendment Seven to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, 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 Seven to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., for Managed Care services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: October 28, 2026 – May 1, 2027
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

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

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called "Plan") to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020, to May 26, 2023. Amendment One, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two, effective May 1, 2021, added SelectHealth Med (HMO/POS) Network to the existing Agreement. Amendment Three, effective May 1, 2023, updated the compensation schedule for Select Health Med (HMO/POS). Amendment Four, effective July 1, 2023, requested to update the revenue codes in the Compensation Schedule. Amendment Five, effective May 27, 2020, extended the Term and updated codes in Exhibit A. Amendment Six, effective January 28, 2026, increased the reimbursement rates on Exhibit A.

This Amendment Seven requests the replacement of Exhibits A1 and A2 of the Agreement, which will increase the reimbursement rate and adjust Medicare payment rates retroactively to May 1, 2025. All other terms in the Agreement are unchanged.

Cleared for Agenda
October 21, 2026

Agenda Item #
6

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment which has. 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.

Docusign Envelope ID: 5447091B-38F4-8559-82D7-E8606B678D42

AMENDMENT SEVEN TO THE PARTICIPATING FACILITY AGREEMENT

This Amendment Seven to the Participating Facility Agreement ("Amendment Seven") is made and entered into by and between SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc. ("Select Health"), (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital"). The effective date of Amendment Seven is October 28, 2026 ("Effective Date").

WHEREAS, Plan and Hospital (each a "Party" and collectively, the "Parties") entered into a Participating Facility Agreement effective the 27th day of May, 2020 (as amended, the "Agreement"). The Agreement was amended by that certain Amendment One to Participating Facility Agreement effective October 8, 2020 (the "Amendment One"), and by that Amendment Two to Participating Facility Agreement effective May 1, 2021 (the "Amendment Two"); and by that Amendment Three to Participating Facility Agreement effective May 1, 2023 (the "Amendment Three"), and by that Amendment Four to Participating Facility Agreement effective July 1, 2023 (the "Amendment Four"), and by that Amendment Five to Participating Facility Agreement effective May 1, 2025 (the "Amendment Five"),; and by that Amendment Six to Participating Facility Agreement effective November 1, 2025 (the "Amendment Six"); and

WHEREAS, the Parties mutually agree that the compensation paid to Hospital by Plan under the Agreement needs to be retroactively documented and adjusted as of May 1, 2025, and going forward as set forth in this Amendment Seven;

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, the Parties desire to further update the revenue codes and compensation schedules in Exhibit A of the Agreement as attached hereto.

NOW THEREFORE, the Parties agree that the Agreement shall be amended as follows:

1. For dates of service as of May 1, 2025, and going forward, Exhibit A will be deleted in its entirety and replaced with the attached Exhibit A1 and Exhibit A2, attached and incorporated herein by reference.

2. Except as set forth herein, the Agreement remains in full force and effect. In the event of a conflict between this Amendment Seven and the Agreement, the term or provision in this Amendment Seven shall prevail.

Docusign Envelope ID: 5447091B-38F4-8559-82D7-E8606B678D42

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Seven to be effective as of the date indicated above.

SelectHealth, Inc. and
SelectHealth Benefit Assurance Company, Inc.

By: Signed by: 553940E3B7ED476...

Print Name: Jeremy Walters

Title: Chief Financial Officer

Date: 09/16/2026

University Medical Center of Southern Nevada:

By: _____

Print Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

Exhibit A1

Commercial Networks Payment for Services

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

Exhibit A2

Commercial Networks Payment for Services

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

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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 appr25oval 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:	SelectHealth, Inc.	
(Include d.b.a., if applicable)		
Street Address:	5381 Green Street	**Website:** www.selethealth.org
City, State and Zip Code:	Murray, UT 84123	**POC Name:** Rachelle Lopez **Email:** Rachelle.lopez@selecthealth.org
Telephone No:	800-538-5038	**Fax No:** NA
Nevada Local Street Address: **(If different from above)**	6795 Agilysis Way, Ste 110	**Website:** www.selethealth.org
City, State and Zip Code:	Las Vegas, NV 89113	**Local Fax No:** NA
Local Telephone No:	800-538-5038	**Local POC Name:** Rachelle Lopez **Email:** Rachelle.lopez@selecthealth.org

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Robert Hitchcock	President and CEO	
Bryan Nielsen	Secretary	
Todd Trettin	Treasurer, Chief Financial Officer	
Jon Griffith	Chief Operations Officer	
Heather O'Toole	Chief Medical Officer	
Robert Allen	Director/Trustee	
Michael Fordyce	Director/Trustee	
Elizabeth Owens	Director/Trustee	
Maria Summers	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Michael Anglin	Director/Trustee	
Deneece Glenn Huftalin	Director/Trustee	
Katherine Sanderson	Director/Trustee	
Cydni Rodgers Tetro	Director/Trustee	
Josh England	Director/Trustee	
David Sanford	Director/Trustee	
James Valin	Director/Trustee	
Kevin Potts	Director/Trustee	
Joseph Walker	Director/Trustee	

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Meme Callnin	Director/Trustee	

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: 42155712D85C748E...	Bryan Nielsen
Signature	Print Name
General Counsel	05/12/2025
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
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:	**Amendment Thirteen 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 Thirteen 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: 5420.000
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: November 1, 2026 – 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. Amendment Twelve added critical commercial exchange plan language and updated the compensation schedule.

Cleared for Agenda
October 21, 2026

Agenda Item #
7

This Amendment Thirteen adds a Compensation Schedule for Hospitalist Services effective as of November 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 THIRTEEN
PARTICIPATING PROVIDER AGREEMENT

This Amendment Number Thirteen ("Amendment") is entered into as of November 1, 2026 (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 from time to time (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. Attachment A: Medicaid Exhibit 7 Compensation Schedule Hospitalist Services, attached hereto, is hereby added to and incorporated in the Agreement.

2. 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 Thirteen conflict with any of the terms of the Agreement, the terms of this Amendment Thirteen shall prevail.

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

Health Plan:	**PROVIDER:**
SilverSummit Healthplan, Inc.	University Medical Center of Southern Nevada
Authorized Signature	Authorized Signature
Printed Name: Sarah E. Fox	Printed Name:
Title: Plan Chief Operating Officer	Title:
Date: 10/8/2026	Date:
ICM #: ICMProviderAgreementAmendment_252631	Tax ID Number: 88-6000436
	State Medicaid Number:
	NPI : 1548393127

Attachment A: Medicaid

EXHIBIT 7

COMPENSATION SCHEDULE

HOSPITALIST 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:** 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)**	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: Andy Riegel** **Email:** Andrew.Riegel@centene.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)
Andre Cisne	Interim Plan President and CEO	
Christopher Andrew Koster	Secretary (Officer, Director)	
Tricia Lynn Dinkelman	Vice President of Tax (Officer)	
Eric Schmacker	Plan President, CA Health Net	
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.)

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

Andre Cisne
Print Name

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Interim Plan President and CEO	September 28, 2026
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:	**Ratification of the First Amendment to Ancillary Provider Participation Agreement and First Amendment to Facility Participation Agreement with United Healthcare Insurance Company**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Number: 3000850000 Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term:
November 1, 2025 – October 31, 2028 (Commercial Products);
November 1, 2025 – December 31, 2026 (Medicare Advantage Products)
Amount: Revenue based on volume
Out Clause: 180 days without cause, effective at the end of the initial or renewal term

BACKGROUND:

This request is for ratification of the First Amendment to Ancillary Provider Participation Agreement and the First Amendment to the Facility Participation Agreement with UnitedHealthcare Insurance Company (the "Agreements") for healthcare services to UnitedHealthcare members at UMC locations.

Both Agreements are effective from November 1, 2025, through October 31, 2028, for commercial products. Medicare Advantage products covered under the Agreements had an initial term of one year and will end on October 31, 2026. Ratification was necessary as the parties continue to negotiate new terms in good faith, and the Medicare Advantage products which have been extended to December 31, 2026.

UMC's Director of Managed Care has reviewed and recommends ratification of these Amendments, which have also been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 21, 2026

Agenda Item #
8

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

FIRST Amendment to the Facility Participation Agreement

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

WHEREAS, the parties have previously executed the Facility Participation Agreement (the "Agreement") effective November 1, 2025, and

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

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

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

2. Section 8.1 of the Agreement is deleted in its entirety and replaced with the following:

   8.1 Term. This Agreement shall take effect on November 1, 2025. Commercial products will have an initial term of three years, ending on October 31, 2028, at 11:59 p.m. Medicare Advantage products covered under this Agreement shall take effect on November 1, 2025, and have an initial term ending on December 31, 2026, at 11:59pm

3. Both parties agree to continue to work together in good faith to negotiate new terms for Medicare Advantage products no later than October 31, 2026, with the effective date of November 1, 2026.

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

UnitedHealthcare Insurance Company, on behalf of itself and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature:	Signature:
Print Name: Jean McFarlane	Print Name: Mason Van Houweling
Title: Vice President, Network Management	Title: Chief Executive Officer
Date: 9/28/2026	Date: 9/25/26

FIRST Amendment to the Ancillary Provider Participation Agreement

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

WHEREAS, the parties have previously executed the Ancillary Participation Agreement (the "Agreement") effective November 1, 2025, and

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

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

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

2. Section 5.1 of the Agreement is deleted in its entirety and replaced with the following:

   5.1 Term. This Agreement shall take effect on November 1, 2025. Commercial products will have an initial term of three years, ending on October 31, 2028, at 11:59 p.m. Medicare Advantage products covered under this Agreement shall take effect on November 1, 2025, and have an initial term ending on December 31, 2026, at 11:59pm

   i) The Term for Medicare Advantage Benefit Plans will end on December 31, 2026.
   ii) The Term for Non-Governmental Benefit Plans will end on October 31, 2028.

3. Both parties agree to continue to work together in good faith to negotiate new terms for Medicare Advantage products no later than October 31, 2026, with the effective date of November 1, 2026.

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

UnitedHealthcare Insurance Company, on behalf of itself and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature: Jean McFarlane (09/28/2026 16:48:47 CDT)	Signature: Mason Van Houweling
Print Name: Jean McFarlane	Print Name: Mason Van Houweling
Title: Vice President, Network Management	Title: Chief Executive Officer
Date: 9/28/2026	Date: 9/25/26

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:	United HealthCare Services, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1 Health Drive	**Website:**
City, State and Zip Code:	Eden Prairie, MN 55344	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**	2720 N. Tenaya Way	**Website:**
City, State and Zip Code:	Las Vegas, NV 89128	**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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.

Kelly O'Rourke — Kelly M. O'Rourke

Signature — Print Name

Assistant Secretary — September 28, 2026

Title — Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Agreement for Colonoscopy Services with UNLV Medicine dba UNLV Health**	**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 UNLV Health for colonoscopy 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:
Funded Pgm/Grant: N/A
Description: Purchased Svcs - Medical
Bid/RFP/CBE: NRS 332.115(1)(b)
Term: Through December 31, 2027
Amount: $600,000
Out Clause: 60 days w/o cause

BACKGROUND:

This Agreement is for UNLV Health to perform colonoscopy services for UMC's Occupational Medicine clinic patients. Pre-consultation visits for screening colonoscopy will be performed by UNLV surgeons at the UNLV Health Gastroenterology Department, 1707 W. Charleston Blvd. Ste. 100. The colonoscopy procedures will be performed by UNLV surgeons at the UMC Ambulatory Surgical Center.

The following are the pertinent provisions of the Agreement:

- The term of the Agreement is from the date of signature through December 31, 2027, and includes the option to extend upon 60 days' prior notice.
- Includes the option to terminate with sixty (60) days' advanced written notice.
- UMC anticipates the expenditure to be approximately $600,000 for the term.

Cleared for Agenda
September 22, 2026

Agenda Item #
9

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

UMC's Clinical Director, Practice Plan, has reviewed and recommends approval of this Agreement, which has also been approved as to form by UMC's Office of General Counsel.

AGREEMENT FOR COLONOSCOPY SERVICES

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "UMC"), and **UNLV Medicine dba UNLV Health** (hereinafter referred to as "UNLV").

WHEREAS, UNLV employs professionals who are licensed and qualified to perform various medical services, including colonoscopies;

WHEREAS, UMC desires to utilize UNLV's services to perform screening colonoscopies for its business partners; and

WHEREAS, UMC and UNLV, by signing this Agreement, agree to be bound by its terms.

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

1. UNLV agrees to perform both the technical and the professional component of the procedure listed in **Exhibit A**, and bill UMC directly for the services.

2. The term of this Agreement is from the Effective Date through December 31, 2027 ("Term"), with the option to extend upon 60 days' prior written notice. Either party may terminate this Agreement at any time, with sixty days' prior written notice.

3. All legal notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), overnight courier, or by hand delivery, and directed to the appropriate party as follows:

If to UMC:	University Medical Center of Southern Nevada Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
If to UNLV:	UNLV Health Attn: Contracting 3016 W. Charleston Blvd., Ste. 100 Las Vegas, NV 89102 contracting@medicine.unlv.edu

4. The performance of this Agreement by UNLV is subject to review by UMC to ensure agreement compliance. UNLV agrees to provide UMC with any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to UNLV. Time is of the essence during the audit

process. Failure to provide the information requested within the timeline specified in the written information request may be considered a material breach of this Agreement and may result in suspension and/or termination of this Agreement.

5. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner, or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this section.

6. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.

7. 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 UMC for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate, and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC'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. UMC 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 UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

8. Indemnification:

   a) To the extent limited in accordance with NRS Chapter 41, UNLV shall indemnify and hold harmless, UMC, its officers and employees from any and all claims, demands, actions or causes of actions, of any kind or nature, arising either directly or indirectly from any act or failure to act by UNLV or any of its officers or employees which may occur during or which may arise out of the performance of this Agreement.

   b) To the extent limited in accordance with NRS Chapter 41, UMC shall indemnify and hold harmless, UNLV, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising either directly or indirectly from any act or failure to act by UMC or any of its officers, directors or employees in the course and scope of their public duties, which may occur during or which may arise out of the performance of this Agreement.

9. UNLV represents and warrants to UMC 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 items 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 items or services hereunder. UNLV represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such UNLV or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

10. Corporate Compliance. UNLV recognizes that it is essential to the core values of UMC that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, UNLV agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of UMC, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to UNLV upon request.

11. Counterpart Signatures; Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement. Delivery of this Agreement may be accomplished by electronic transmission.

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.

UNLV:

Joann Strobbe 9/17/26

Joann Strobbe, M.Ed. Date
President and CEO, UNLV Health

UMC:

Mason Van Houweling Date
Chief Executive Officer, UMC

EXHIBIT A
Scope of Work and Fee Schedule

Procedure:

UNLV Health will provide screening colonoscopies to business partners for patients 45 years or older who qualify for this procedure as per their business partners' annual physical requirements.

1-A pre-consultation visit for screening colonoscopy will be performed by UNLV surgeons at the following location.

UNLV Health Gastroenterology Department at 1707 W. Charleston Blvd. Ste. 100, LV, NV 89102.

2-The colonoscopy procedure will be performed by UNLV surgeons at the UMC Ambulatory Surgical Center.

Scheduling and patient instructions

- UMC will contact the patients who have their annual physical scheduled in the next 3 months who are 45 years and older and qualify for this test based on their employer contract.

- UMC will provide a weekly list of patients to UNLV Health who need a colonoscopy with the pertinent referral and patient contact information.

- UNLV Health will contact the patients to schedule the pre-surgical consultation with the surgeon as described in the pre-consultation visit.

  After the pre-consultation visit with the UNLV Health surgeon, and before leaving the pre-consultation appointment, the referred patient will receive:

  - 1-The Prescribed Preparation solution to take before the procedure, with instructions for use.
  - 2-The instructions to follow by the patient in preparation for the Colonoscopy Day.
  - 3-Date and time and directions to UMC Ambulatory Surgery Center.

- UNLV Health will schedule the procedures at UMC Ambulatory Surgical Center.

- UNLV Health will provide to the UMC Physicals Department weekly reports of scheduled and completed colonoscopies, including patient name, date, and time of the scheduled procedure.

- UNLV Health surgeon will perform a screening colonoscopy.

- UNLV Health will enter the results of the colonoscopies via Epic, including clinical pictures taken during the procedure.

- UMC will provide the results of the Colonoscopy to their business partners who have undergone the colonoscopy via Mychart or by calling the patients with abnormal results or during their follow-up visit.

- UMC will refer any positive cancer results of the colonoscopy to their workers' compensation insurance for follow-up. A C4 will be filed.

UMC will refer patients with non-cancer results to follow up with their PCP.

Invoices from UNLV Health:

UNLV Health will send invoices to UMC to:

University Medical Center of Southern Nevada
Attention: Finance Department- Accounts Payable
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Appendix A

UNLV detail of Charges and CPT Contracted pricing

Exam	CPT	Contracted Price
Pre- procedure colonoscopy consult	99203,99204,99205	**$250**
Surgeon Charges for Colonoscopy	G0121, G0105,45378,45379 45380,45381,45382,45384,45385	**$550**
Colonoscopy Prep Solution Charges	Suprep $154, or Dulcolax $8 ,or Golytely $27	Any of the described charges, depending on the UNLV's orders
Total Charges		**$800 + Prep Medication *** **

***Colonoscopy Prep Medication charge** will be determined by the physician at the consult and provided to the patient at the visit. This will then be invoiced to UMC with the consult/colonoscopy charges. (Suprep $154, Dulcolax $8, or Golytely $27).

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

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

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000870000
Funded Pgm/Grant: N/A
Description: Coding and Auditing Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Extend through 12/13/2027, with two 12-month auto-renewal options
Amount: NTE $4,999,999 per year
Out Clause: (90) days before the expiration of the then-current term.

BACKGROUND:

On December 13, 2023, the Governing Board approved the Master Services Agreement ("Agreement") with Savista, LLC ("Savista") to provide remote coding and auditing services. Savista assists UMC in coding patient medical records using the ICD-10 coding system for various medical specialties and outpatient services. These services enhance operational efficiency, reduce billing delays, and include professional auditing to ensure coding accuracy. Under the Agreement, UMC compensated Savista an NTE amount of $2,098,201.83 for a period of twelve (12) months, with two 12-month auto-renewal options. The First Amendment, effective April 3, 2024, updated the hourly fees table for remote domestic coding. The Second Amendment, effective September 27, 2024, increased the annual compensation by an NTE amount of $4,999,999. The Third Amendment, effective December 2, 2024, updated the hourly fees table for remote domestic coding. The Fourth Amendment, effective November 18, 2025, updated Savista's mailing address. The Fifth Amendment, effective January 21, 2026, updated the hourly fees table for auditing in inpatient, outpatient, and professional services.

Cleared for Agenda
October 21, 2026

Agenda Item #
10

This Sixth Amendment requests to extend the Coding Interim Services term through December 13, 2027, with two 12-month auto-renewal options. All other terms and conditions of the Agreement shall remain in full force and effect.

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

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

Docusign Envelope ID: AF96876F-3162-8979-814C-DDA39AA77138

SAVISTA™

SIXTH AMENDMENT TO THE MASTER SERVICES AGREEMENT
BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA AND SAVISTA, LLC

University Medical Center of Southern Nevada ("UMC") and Savista, LLC ("Savista") entered into an agreement to facilitate the use of the Savista Services dated December 13, 2023 (the "Original Agreement"). The Original Agreement with the subsequent amendments entered into by the Parties hereto shall collectively be referred to hereafter as the "Agreement".

UMC and Savista agree to modify the Agreement with this additional amendment (the "Sixth Amendment") effective on the last date signed below (the "Sixth Amendment Effective Date") as follows:

1. Section 1, Term of SOW 2 for Coding Interim Services is amended to extend the Coding Interim Services term through December 13, 2027. The Coding Interim Services shall automatically renew for two (2) successive twelve (12)-month renewal terms unless UMC provides Savista with written notice of its desire not to renew at least ninety (90) days prior to the expiration of the then-current term. Collectively, the initial term and all renewal terms shall be referred to as the "Coding Interim Services Term."

2. All defined terms used in this Sixth Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined herein. Except as expressly modified by this Sixth Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to be duly executed by their authorized representatives as of the Sixth Amendment Effective Date.

SAVISTA, LLC		**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**	
DocuSigned by: Natalie Gray D40C2A045289468...			
Signature		Signature	
Natalie Gray			
Printed Name		Printed Name	
Deputy General Counsel	10/1/2026		
Title	Date	Title	Date

Docusign Envelope ID: 423E22C4-3FF2-8AA5-8010-EDF224AA3DE2

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: 20

Corporate/Business Entity Name:	Savista, LLC	
(Include d.b.a., if applicable)		
Street Address:	200 North Point Center East, Suite 101	**Website:** www.savistarcm.com
City, State and Zip Code:	Alpharetta, GA 30022	**POC Name:** Heather MacKenzie Swift **Email:** contracts@savistarcm.com
Telephone No:	678-624-2000	**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)
N/A		

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

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

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

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

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

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

Signed by:
Heather Mackenzie Swift
08BD4A27B4D2467...
Signature

Heather MacKenzie Swift
Print Name

Chief Legal Officer
Title

October 2, 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:	**Award of Bid No. 2026-10, UMC MLK Warehouse Remodel Project, PWP # CL-2026-501, to Monument Construction**	**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 Governing Board, the Bid No. 2026-10, UMC MLK Warehouse Remodel Project, PWP # CL-2026-501, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2026-10 UMC MLK Warehouse Remodel Project
Bid/RFP/CBE: NRS 338.1385
Term: No more than 90 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.
Amount: $1,477,700.00
Out Clause: UMC has the right to immediately terminate for convenience upon notice.

BACKGROUND:

On August 21, 2026, Bid No. 2026-10 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to a building located at 300 S MLK Blvd., Las Vegas, NV 89106. UMC envisions this building, which measures approximately 35,309 square feet, becoming a facility for the storage of excess inventory that is currently placed at UMC's Hospital Building. As part of the work, finishes will be refreshed for office space use, and a warehouse area will be prepared to conform to architectural drawings. Renovation work will include, but not be limited to, demolition of flooring. Upgrades are to be made to the existing light fixtures. New electrical and data access points are to be installed to accommodate planned workstations.

Cleared for Agenda
October 21, 2026

Agenda Item #
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UMC received the following bids:

Bids Received	Total Base Bid Amounts
Monument Construction	$ 1,170,700.00
DNI Construction, Inc.	$ 1,347,142.00
Starke Enterprise, LLC d/b/a Starke Contractors	$ 1,353,018.00
SHF International LLC	$ 1,387,970.00
JMB Construction, Inc.	$ 1,516,462.00
NOTAJO, LLC d/b/a Blueprint Construction	$ 1,607,978.00
DM Stanek Corporation	$ 1,632,292.00
CMMCM, LLC d/b/a Muller Construction	$ 2,014,928.87

All of the above bids were unsealed on September 18, 2026. The apparent lowest base bid of $1,170,700.00 was received from Monument Construction, a Nevada corporation.

In addition to the base bid scope, UMC selected five additive alternates for work beyond the scope, bringing the total cost for this Project to $1,477,700.00. This amount is still well below the figure originally budgeted for this Project.

The project construction period is no more than 90 days from the date provided in a Notice to Proceed, subject to any alteration in days allowed for in subsequently executed change orders. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance has reviewed the bid documents and recommends this award. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Monument Construction currently holds a Clark County Business License.

October 28, 2026

MONUMENT CONSTRUCTION
ATTN: Jon Wayne Nielsen, President
7787 Eastgate Road, #110
Henderson, NV 89011

RE: NOTICE OF AWARD
UMC BID NUMBER 2026-10, UMC MLK Warehouse Remodel Project (PWP NO. CL-2026-501)

Dear Mr. Nielsen,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Monument Construction in the amount of the base bid of $1,170,700, plus additive alternates one through five, for a total of $1,477,700. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations Department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations
Tamera Hone, Plant Operations

BID ATTACHMENT 1

BID NUMBER 2026-10

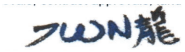
BID TITLE UMC MLK Warehouse Remodel

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

	Monument Construction
SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
Jon Wayne Nielsen	7787 Eastgate Rd #110
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	ADDRESS OF FIRM
(702) 530-2303	Henderson, NV 89011
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
Jwn@buildmonuments.com	9/18/2026
EMAIL ADDRESS	DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE : Nevada	**LICENSE NO.** NV20101633[illegible]	**ISSUE DATE:** 08/18/2025	**EXPIRATION DATE:** 08/31/2026
CURRENT COUNTY: Clark	**LICENSE NO.** 2024331409	**ISSUE DATE:** 8/18/2010	**EXPIRATION DATE:** 10/31/2026
CURRENT CITY: Henderson	**LICENSE NO.** 2024331409	**ISSUE DATE:** 8/18/2010	**EXPIRATION DATE:** 10/31/2026

BID ATTACHMENT 2

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2026-10
UMC MLK Warehouse Remodel
PWP NUMBER: CL- 2026-501

Monument Construction
(NAME)

7787 Eastgate Rd #110, Henderson, NV 89011
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) **BID ATTACHMENT 5**: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) **BID ATTACHMENT 3**: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 4** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to fred.parandi@umcsn.com and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first-tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first-tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 6**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to fred.parandi@umcsn.com. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me, and the bid will be deemed non-responsive.

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 7, Schedule of Values**, by 5:00 PM on the next business day.

7. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 8, Prime Contractor Acknowledgment of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.

8. I acknowledge that if notified that I am the low BIDDER, I must submit **EXHIBIT E** by 5:00 PM of the next business day.

9. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 10** "**Disclosure of Ownership/Principals"** form within 24-hours of request.

10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.

11. I acknowledge that I have not breached a public work contract for which the cost exceeds $25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:

    a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.

    b) Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **$200.00** per day as liquidated damages.

14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.

15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**

16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.

18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,		Addendum No.		dated,	
Addendum No.	2	dated,		Addendum No.		dated,	
Addendum No.	3	dated,		Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	

20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	SITE MOBILIZATION	$ 5,000.00
2.	GENERAL CONDITIONS	$ 35,000.00
3.	PERMITS	$ 20,000.00
4.	DEMOLITION	$ 25,000.00
5.	STRUCTURAL	$ 5,000.00
6.	LOADING LEVELER	$ 70,000.00
7.	FRAMING / PATCH / PAINT	$ 523,700.00
8.	PLUMBING	$ 30,000.00
9.	MECHANICAL	$ 25,000.00
10.	ELECTRICAL	$ 182,000.00
11.	MILLWORK / FINISHES	$ 20,000.00
12.	FLOORING	$ 80,000.00
13.	CEILING INSULATION	$ 5,000.00
14.	FENCING	$ 5,000.00
15.	DEMOBILIZATION AND CLOSE OUT	$ 5,000.00
16.	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK ALLOWANCE	$135,000.00
17.		$
	TOTAL BID AMOUNT	$ 1,170,700.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/or having acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for comparison.**

ADDITIVE ALTERNATES

The OWNER may exercise the following items, subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in the Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.	CONEX BOX (2) RELOCATE ITEMS	$ 18,000.00
2.	PROVIDE LABOR AND MATERIALS FOR DUCT CLEANING	$ 17,000.00
3.	PROVIDE CAMERA SYSTEM	$ 72,000.00
4.	New ceiling grid (required for scrim/insulation other than base bid @ 110)	$ 78,000.00
5.	Install new insulation AND scrim paper against deck (except 110 included in base) (requires alt 4)	$ 122,000.00
6.	Install only scrim paper through full building (except 110 included in base) (requires alt 4)	$ 72,000.00
7.	Paint existing ceiling grid	$ 11,000.00
	ADD ALTERNATES AMOUNT	$ 390,000.00
	GRAND TOTAL BID AMOUNT	$ 1,560,700.00

21. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☐ Caucasian (CX) ☒ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA)) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

23. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (**Bid Attachment 6**).

☐ No **I do not have a Certificate of Eligibility to receive preference in bidding**.

24. Monument Construction
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

7787 Eastgate Rd #110
ADDRESS OF FIRM

Henderson, NV 89011
CITY, STATE, ZIP CODE

(702) 530-2303
TELEPHONE NUMBER

702.947.2602
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: A-0080649, B-0075502

LICENSE CLASS: A, B

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE $_____ IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER 01960820

CLARK COUNTY BUSINESS LICENSE NO. 2024331409

STATE OF NEVADA BUSINESS LICENSE NO. NV20101633041

Jon Wayne Nielsen
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

Jwn@buildmonuments.com
E-MAIL ADDRESS

JWN龍
SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/18/2026
TODAY'S DATE

BID ATTACHMENT 10
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: 101

Corporate/Business Entity Name:	MONUMENT CONSTRUCTION	
(Include d.b.a., if applicable)		
Street Address:	7787 Eastgate Road #110	**Website:** www. buildmonuments.com
City, State and Zip Code:	Henderson, NV 89011	**POC Name:** Jon Wayne Nielsen **Email:** jwn@buildmonuments.com
Telephone No:	702.530.2303	**Fax No:** 702.947.2602
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)
Jon Wayne Nielsen	President	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.

JWN龍

Signature

Jon Wayne Nielsen
Print Name

President
Title

9/18/2026
Date

REVISED 7/25/2014

BID ATTACHMENT 10 (page 2)
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:	**Award of Bid No. 2026-05, UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project, PWP # CL-2026-481, to Starke Enterprise LLC D/B/A Starke Contractors**	**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 Governing Board, the Bid No. 2026-05, UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project, PWP # CL-2026-481, to Starke Enterprise, LLC, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Bid 2026-05 UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project
Bid/RFP/CBE: NRS 338.1385
Term: No more than 180 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.
Amount: $955,429.63
Out Clause: UMC has the right to immediately terminate for convenience upon notice.

BACKGROUND:

On July 31, 2026, Bid No. 2026-05 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to UMC's Hospital Building located at 1800 W Charleston Blvd., Las Vegas, NV 89102.

As part of the work, modifications will be made to the first floor to create a new pharmacy within the existing building. The work further includes the removal of walls, modifications to mechanical systems, plumbing fixtures, and electrical elements. Structural work should be limited to wall and/or soffit design.

Cleared for Agenda
October 21, 2026

Agenda Item #
12

UMC received the following bids:

Bids Received	Total Base Bid Amounts
Starke Enterprise, LLC	$ 955,429.63
Monument Construction	$ 962,700.00
DNI Construction, Inc.	$ 1,039,811.92
SHF International LLC	$ 1,120,276.00
DM Stanek Corporation	$ 1,163,139.00
JMB Construction, Inc.	$ 1,256,254.63
Builders United, LLC	$ 1,377,700.00

All of the above bids were unsealed on September 2, 2026. The apparent lowest base bid of $955,429.63 was received from Starke Enterprise, LLC, a Nevada limited liability company.

The project construction period is no more than 180 days from the date provided in a Notice to Proceed, subject to any alteration in days allowed for in subsequently executed change orders. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance has reviewed the bid documents and recommends this award. The recommendation of award to Starke Enterprise, LLC is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Starke Enterprise, LLC currently holds a Clark County Business License.

October 28, 2026

STARKE ENTERPRISE, LLC D/B/A STARKE CONTRACTORS
ATTN: Lisa Eggleston, Managing Member
4475 W Sunset Road
Las Vegas, NV 89118

RE: NOTICE OF AWARD
UMC BID NUMBER 2026-05, UMC Outpatient Pharmacy Remodel Project (PWP NO. CL-2026-481)

Dear Ms. Eggleston,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Starke Enterprise, LLC D/B/A Starke Contractors in the amount of the base bid of $955,429.63. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations Department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations
Stephanie Charfauros, Plant Operations

BID ATTACHMENT 1

BID NUMBER 2026-05

BID TITLE UMC Outpatient Pharmacy (1800 W Charleston) Remodel

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	Starke Enterprise LLC, d.b.a. Starke Contractors LEGAL NAME OF FIRM
Lisa Eggleston, Managing Member NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	4475 W Sunset Rd. ADDRESS OF FIRM
866-533-3222 PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	Las Vegas, NV 89118 CITY, STATE ZIP
Estimating@starkecontractors.com EMAIL ADDRESS	06/15/2026 DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE : NV	**LICENSE NO.** 82679 B UNL	**ISSUE DATE:** 8.11.17	**EXPIRATION DATE:** 8.31.27
CURRENT COUNTY: NV	**LICENSE NO.** 20151285072	**ISSUE DATE:** 8.11.17	**EXPIRATION DATE:** 4.30.27
CURRENT CITY: Clark, LV	**LICENSE NO.** 2002252-023-140	**ISSUE DATE:** 5.01.26	**EXPIRATION DATE:** 10.31.26

BID ATTACHMENT 2

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2026-05
UMC Outpatient Pharmacy (1800 W Charleston) Remodel
PWP NUMBER: CL- 2026-481

Starke Enterprise LLC, d.b.a. Starke Contractors
(NAME)

4475 W Sunset Rd., Las Vegas, NV 89118
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) **BID ATTACHMENT 5**: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) **BID ATTACHMENT 3**: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 4** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to fred.parandi@umcsn.com and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first-tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first-tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

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7. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 8, Prime Contractor Acknowledgment of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.

8. I acknowledge that if notified that I am the low BIDDER, I must submit **EXHIBIT E** by 5:00 PM of the next business day.

9. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 10** "**Disclosure of Ownership/Principals"** form within 24-hours of request.

10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.

11. I acknowledge that I have not breached a public work contract for which the cost exceeds $25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:

    a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.

    b) Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **$200.00** per day as liquidated damages.

14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.

15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**

16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.

18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,	8/11/26	Addendum No.		dated,	
Addendum No.	2	dated,	8/27/26	Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	

20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCE	$135,514.00
2.	3RD PARTY TESTING / QAA	$ 0.00
3.	EXISTING CONDITIONS	$ 49,272.00
4.	METALS	$ 0.00
5.	WOOD, PLASTICS, AND COMPOSITES	$ 17,840.00
6.	THERMAL AND MOISTURE PROTECTION	$ 2,000.00
7.	OPENINGS	$ 44,870.00
8.	FINISHES	$159,138.00
9.	SPECIALTIES	$ 5,171.00
10.	EQUIPMENT	$ 0.00
11.	FURNISHINGS	$ 2,000.00
12.	FIRE SUPPRESSION	$ 14,030.00
13.	PLUMBING	$49,740.00
14.	HVAC	$ 66,664.00
15.	ELECTRICAL	$ 79,067.00
16.	COMMUNICATIONS (TELEPHONE & DATA)	$ 20,000.00
17.	ELECTRONIC SAFETY AND SECURITY	$ 0.00
18.	FIRE ALARM AND DDC (HONEYWELL)	$75,833.19
19.	PERMIT AND FEES	$1,500.00
20.	ICRA MEASURES	$3,500.00
21.	CONSTRUCTION CONTINGENCY	$229,290.44
22.		$
	TOTAL BID AMOUNT	$955,429.63

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for comparison.**

ADDITIVE ALTERNATES

The OWNER may exercise the following items, subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in the Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
	ADD ALTERNATES AMOUNT	$0.00
	GRAND TOTAL BID AMOUNT	$955,429.63

21. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☒ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA)) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

23. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (**Bid Attachment 6**).

☐ No **I do not have a Certificate of Eligibility to receive preference in bidding**.

24. Starke Enterprise LLC, d.b.a. Starke Contractors
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

4475 W Sunset Rd.,
ADDRESS OF FIRM

Las Vegas, NV 89118
CITY, STATE, ZIP CODE

866-533-3222
TELEPHONE NUMBER

N/A
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 82679

LICENSE CLASS: B: GENERAL BUILDING

LICENSE LIMIT: UNLIMITED

ONE TIME LICENSE LIMIT INCREASE $_____ IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER #080500103

CLARK COUNTY BUSINESS LICENSE NO. 2002525-023-140

STATE OF NEVADA BUSINESS LICENSE NO. NV20151285072

Lisa Eggleston, Managing Member	estimating@starkecontractors.com
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS
	8/25/26
SIGNATURE OF AUTHORIZED REPRESENTATIVE	TODAY'S DATE

BID ATTACHMENT 10
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:	Starke Enterprise LLC	
(Include d.b.a., if applicable)	Starke Contractors	
Street Address:	4475 W Sunset Rd.	**Website:** www.StarkeContractors.com
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name:** Lisa Eggleston **Email:** estimating@starkecontractors.com
Telephone No:	866-533-3222	**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)
Lisa Eggleston	Managing Member	100

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

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

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

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

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

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

Signature	Print Name
	Lisa Eggleston
Title	Date
Managing Member	08/31/2026

REVISED 7/25/2014

BID ATTACHMENT 10 (page 2)
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:	**Revised Lease Agreement with Verlaine LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; 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, insurance, 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 the right of first offer to purchase the building should the Landlord offer or market it for sale to third parties.

The Lease is revised from the version submitted for approval to the Governing Board on September 22, 2026. Landlord will now provide replacement or repair of HVAC and humidification systems on the premises and

Cleared for Agenda
October 21, 2026

Agenda Item #
13

UMC will have an opportunity to inspect and approve the repairs and/or replacements prior to the Lease Commencement Date.

UMC's Executive Director for Support Services has reviewed and recommends approval of this revised Lease Agreement. UMC's Office of General Counsel has approved the Lease Agreement as to form.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

LEASE AGREEMENT

BY AND BETWEEN

VERLAINE, LLC
("LANDLORD")

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
("TENANT")

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the _____ day of November, 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

Novem er ____, 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

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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 Lease Commencement Date shall commence upon Lease Execution by Tenant and Landlord.
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	

Abated Rent

Tenant will receive six (6) months of abated rent from lease execution.

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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.

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

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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.

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;

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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: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

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: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

3.2 **Landlord's and Tenant's Work:**

Landlord's Work

Landlord will deliver the Premises with HVAC and Humidification Systems that will meet The Facility Guidelines Institute (FGI) for Design and Construction of Hospitals, 2022 Edition requirements relevant to Tenant's outpatient services. Tenant will have the right to inspect and approve all repairs and/or replacements of these systems prior to the Lease Commencement Date. Landlord warrants the HVAC and Humidification systems to be free from defects and repairs for a period of twelve (12) months from the Lease Commencement Date.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.

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Application of Rent

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

4.2 **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

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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 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

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consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

5.2 **Compliance with Laws:**

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

6 - UTILITIES

6.1 **Tenant's Obligation:**

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

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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.

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.

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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 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

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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:**

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,

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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 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

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(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.

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

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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.

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.

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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:**

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All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

22.2 **Tenant Defined:**

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

22.3 **Broker's Commission; Agency Disclosure:**

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.

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22.10 **Tenant and Tenant's Employees Parking:**

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

22.11 **Hazardous Substances:**

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:**

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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 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).

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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: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

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

LANDLORD:

VERLAINE, LLC

Signed by:
Cheng Wei
7BA38B1824BF433...

By: _____
Cheng Wei, Owner

Signed by:
Xiaohua Zhang
7BA38B1824BF433...

By: _____
Xiaohua Zhang, Owner

TENANT:

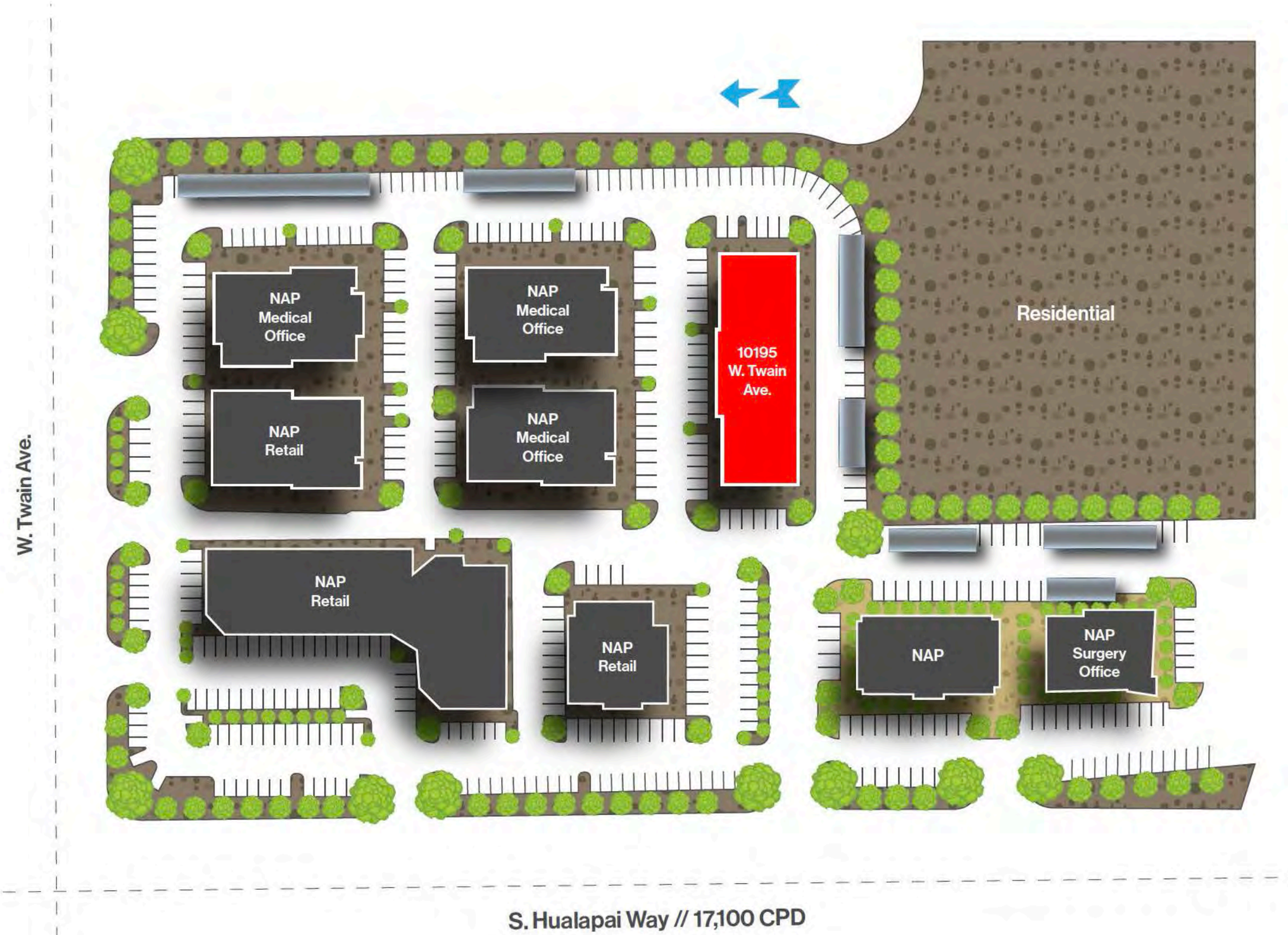
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason VanHouweling, CEO

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

EXHIBIT "A"
SITE PLAN

Site Plan


W. Twain Ave.
NAP Medical Office
NAP Retail
NAP Medical Office
NAP Medical Office
10195 W. Twain Ave.
Residential
NAP Retail
NAP Retail
NAP
NAP Surgery Office
S. Hualapai Way // 17,100 CPD

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

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:_____

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EXHIBIT "C"

SIGN CRITERIA

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VENTURE
CORPORATION

Hualapai Professional Plaza

Hualapai Pavillion Center, LLC [Hualapai Pavillion Centre, LLC] and Venture Professional Center - Hualapai Owners Association, Inc.



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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

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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)

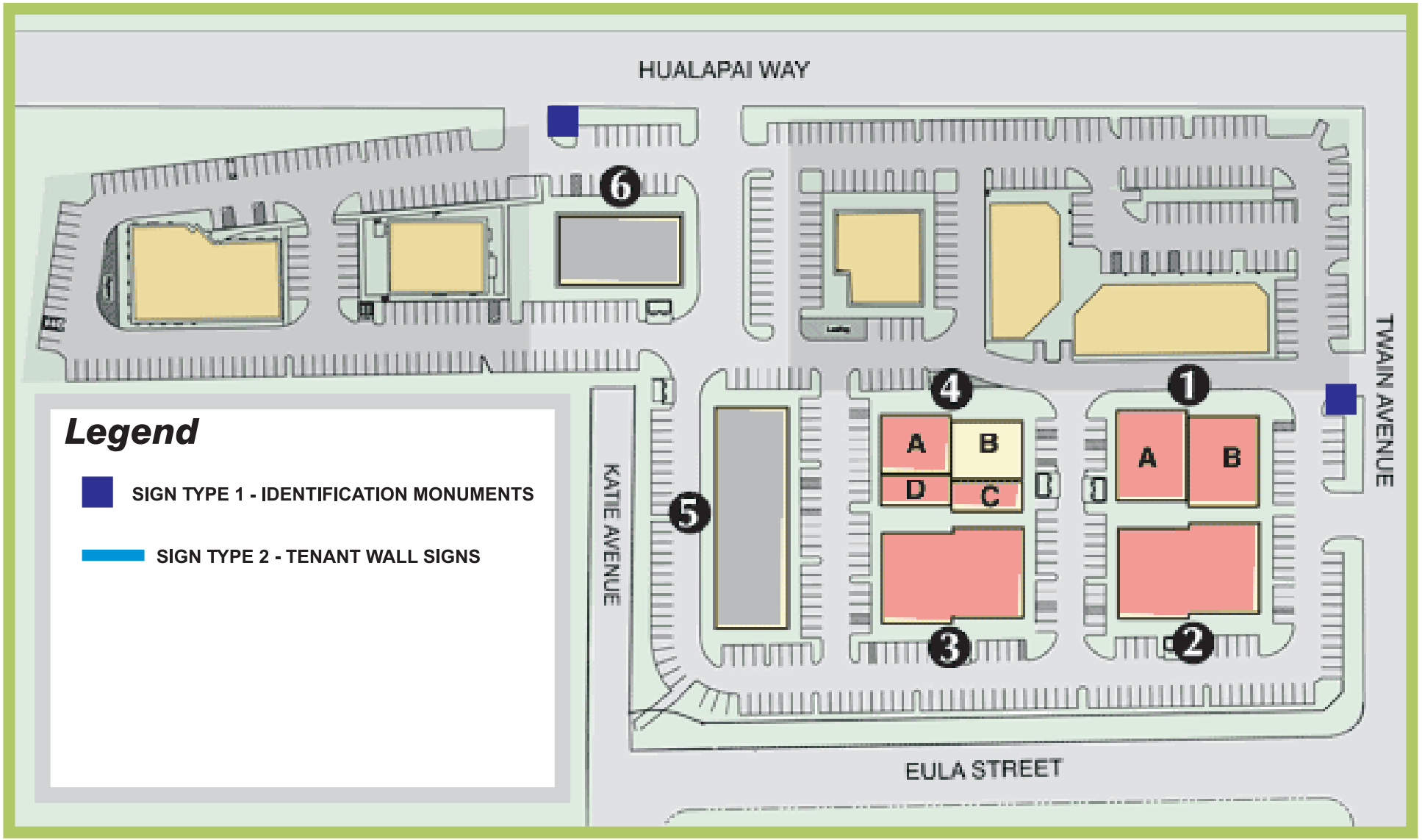
BUILDING SIGNAGE

SIGN TYPE 2 - TENANT WALL SIGNS

EVERY TENANT WILL BE ALLOWED HALO ILLUMINATED SIGNAGE TO IDENTIFY THEIR BUSINESS.
(SEE PAGE 11 FOR MORE DETAILS)

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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

THIS CRITERIA IS OWNED AND MAINTAINED BY VISIBLE GRAPHICS INC. 8943 FULBRIGHT AVENUE, CHATSWORTH, CA 91311 (800) 545-9877

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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.

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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.

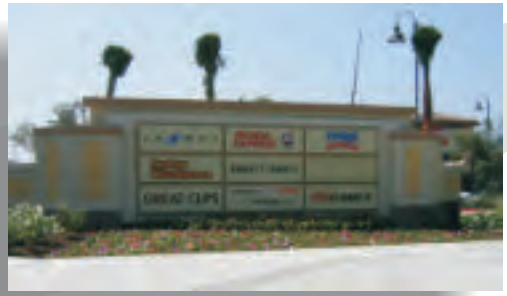
H. ALL HALO ILLUMINATED SIGNS WILL HAVE LETTER BACKS THAT ARE 3/16" THICK CLEAR LEXAN.

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

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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

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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.

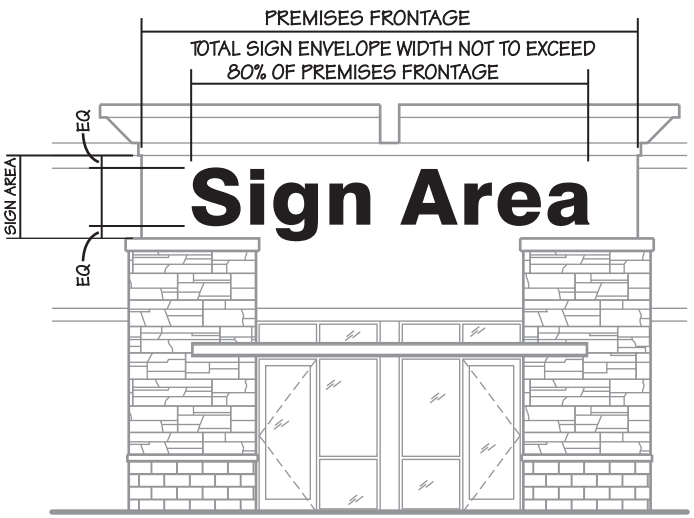


SIGN TYPE 2 - TENANT WALL SIGNS

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

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.
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SIGN TYPE 2 - TENANT WALL SIGNS

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

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.
ONLY ONE (1) SIGN IS ALLOWED PER TENANT FRONTAGE FACING A STREET OR DESIGNATED PARKING AREA.



TYPICAL SINGLE LINE SIGN LAYOUT



TYPICAL SINGLE LINE SIGN LAYOUT





TYPICAL DOUBLE LINE SIGN LAYOUT

SIGN TYPE 2 - TENANT WALL SIGNS

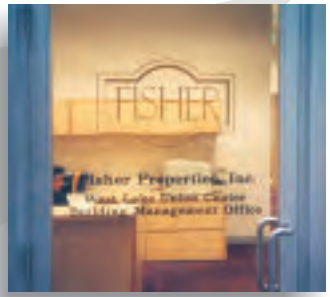
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Additional Tenant Specs

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.

VENTURE
CORPORATION

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

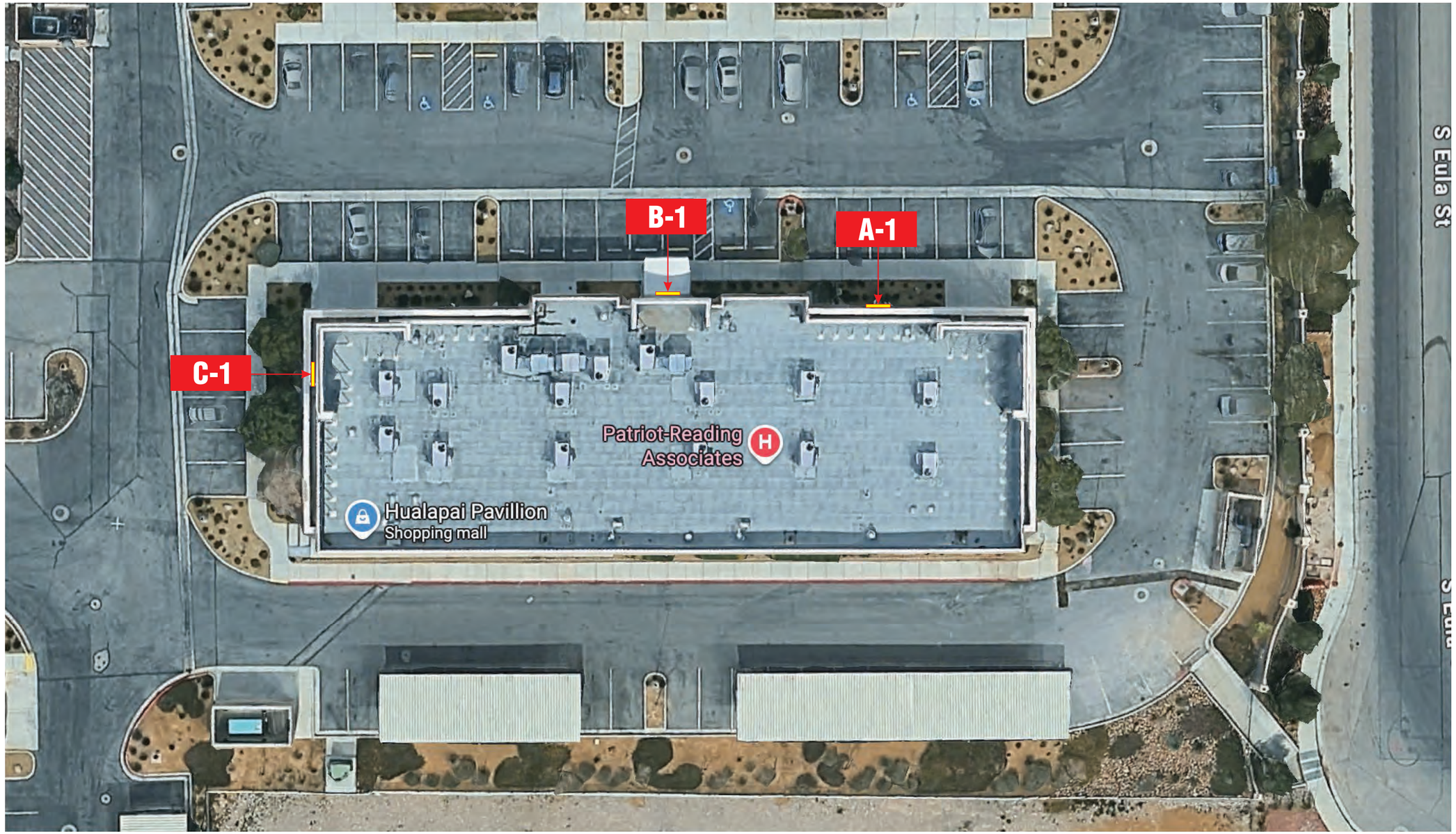
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EXHIBIT "C-1"

TENANT'S APPROVED SIGN





HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

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 #:	1 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

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PLEASE VISIT US AT:
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North Elevation Entrance 1

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WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

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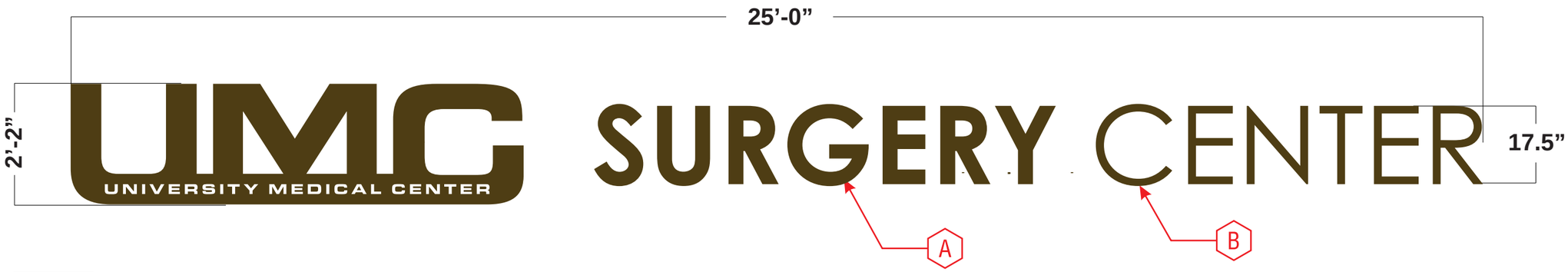
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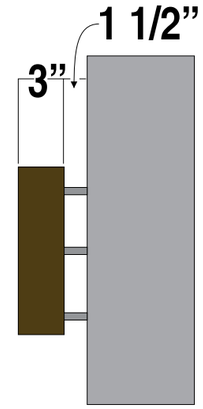
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A-1





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)

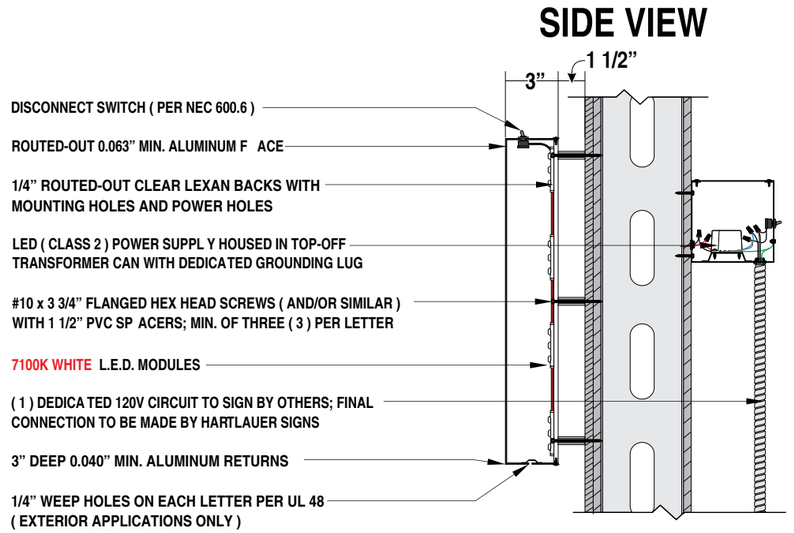
GENERAL NOTES

- 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. LISTED
ELECTRIC SIGN

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WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

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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 #:	3 OF 8

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SURGERY CENTER

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B-1



North Elevation Entrance 2

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APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

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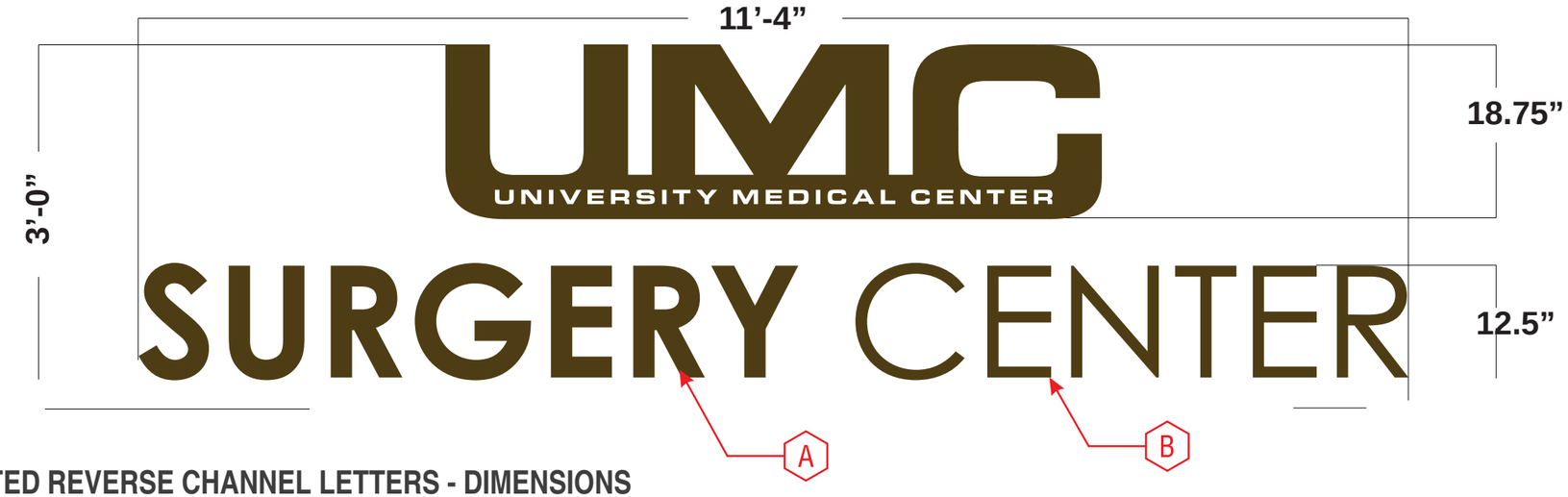
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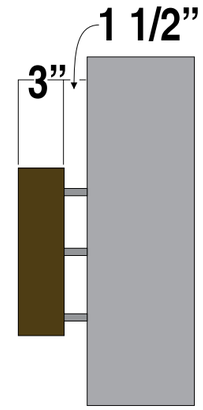
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B-1





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)

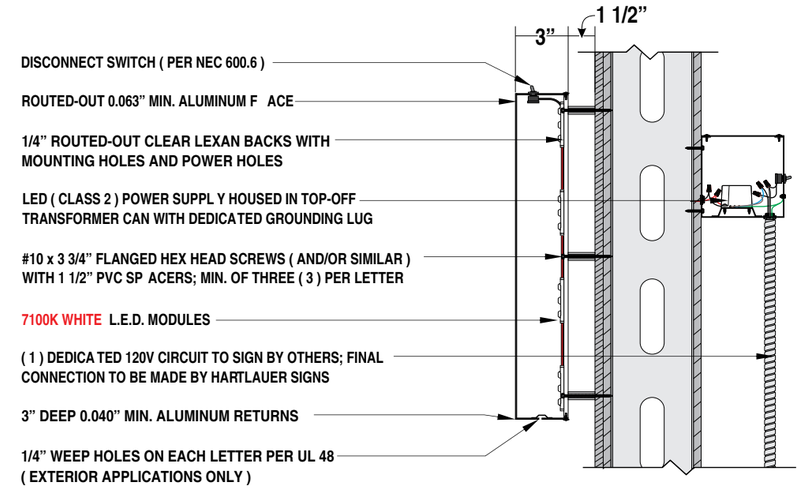
GENERAL NOTES

- 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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C-1



West Elevation Facing Hualapai

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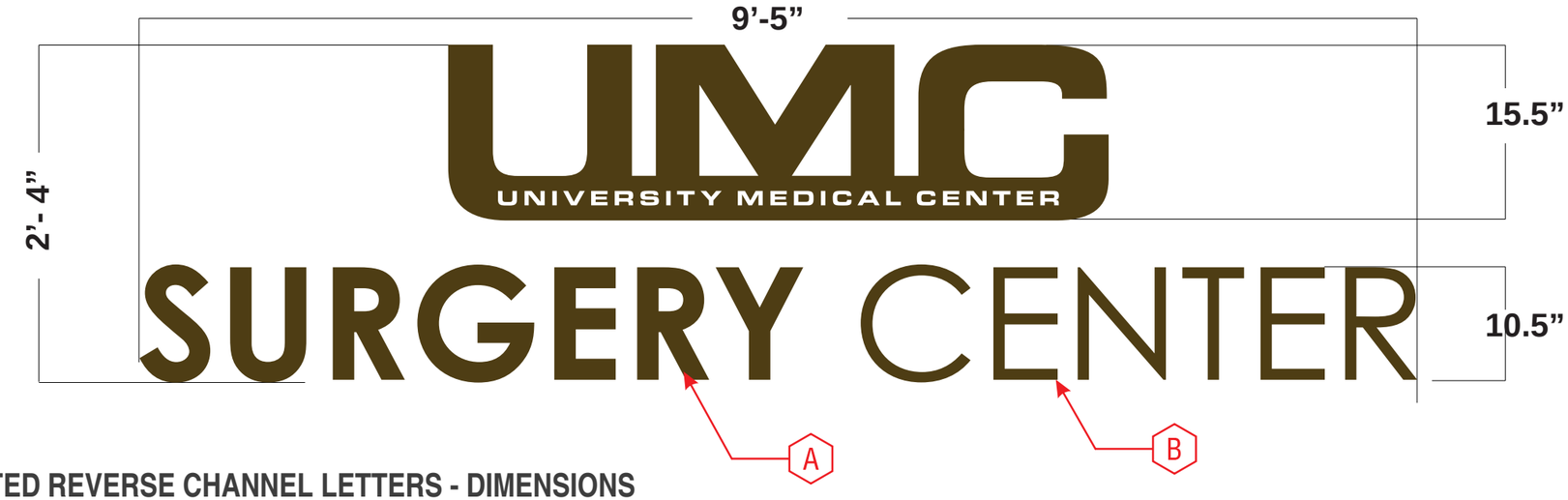
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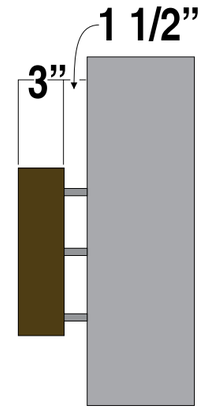
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C-1





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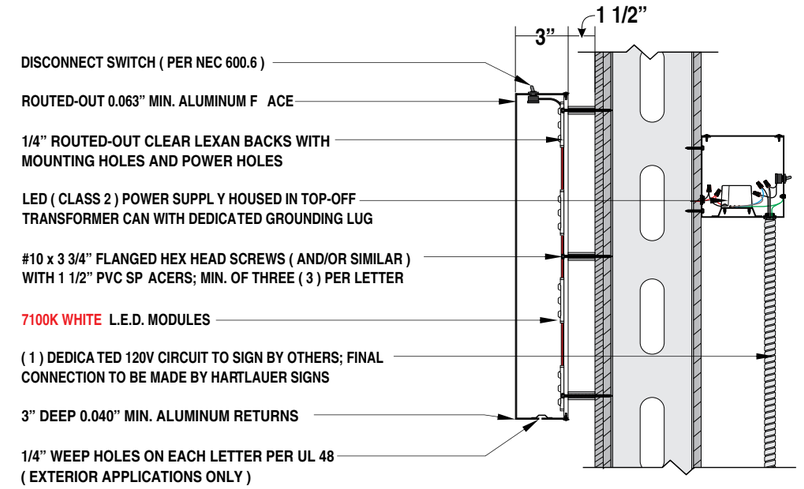
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ILLUMINATION EXAMPLE

SIDE VIEW



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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

October 21, 2026

Agenda Item #

14