



UMC Governing Board

Wednesday, March 25, 2026 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
March 25, 2026 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, March 25, 2026, commencing at 2:00 p.m. at the location listed above to consider the following:

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 University Medical Center 1800 W. Charleston Blvd. 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, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

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 Board 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 Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the meeting of the UMC Governing Board held on February 25, 2026. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the March 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 24, 2026; and take action as deemed appropriate. *(For possible action)*
5. Approve changes to various HR Policies and Procedures; or take action as deemed appropriate. *(For possible action)*
6. Accept the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Amendment to the RFP 2024-06 Comprehensive Care Consulting Agreement with Practice Partners, LLC; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Equipment Acquisition Agreement and Instrument Lease Proposal with Werfen USA LLC; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Agreements with Epic Systems Corporation for Cheers & Campaigns Modules; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements for Epic Support and Epic Strategic Projects with Hummingbird Healthcare; authorize the Chief Executive Officer to execute the extension option; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement by and between Nevada Health & Bioscience Asset Corp. and University Medical Center of Southern Nevada; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Receive an educational presentation from Kim Jefferies, CEO of Campus for Hope, regarding activities of the nonprofit Campus for Hope in the Las Vegas valley; and take any action deemed appropriate. *(For possible action)*
13. Review and discuss the Governing Board 2026 Action Plan, to include an update from Dr. Deborah Kuhls, Chief of Trauma at UMC, regarding trauma updates and statistics; and direct staff accordingly. *(For possible action)*
14. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
15. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

16. Receive the monthly financial report for February FY26; and take any action deemed appropriate. *(For possible action)*
17. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
18. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

20. Go into closed session, NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.
21. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC’s health care services and hospital facilities; and direct staff accordingly.

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board’s jurisdiction will be held. No action may be taken on a matter not listed on the posted 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.

All comments by speakers should be relevant to the Board’s action and jurisdiction.

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. 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 UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD 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 Meeting
February 25, 2026**

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, February 25, 2026
2:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by Vice Chair Hagerty. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair (via Teams)
Harry Hagerty, Vice Chair
Donald Mackay, M.D.
Mary Lynn Palenik
Chris Haase (via Teams)
Bill Noonan
Renee Franklin
Laura Lopez-Hobbs
John Fildes, M.D. (via Teams)

Ex-Officio Members:

Present:

Bobbette Bond, Ex Officio – Non-Voting
Dr. Sayed Shah, Chief of Staff
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:

None

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Danita Cohen, Chief Experience Officer
Sam Harvey, Nevada Commission on Ethics – Outreach and Education Officer
Susan Pitz, General Counsel
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Nursing Team
Rhea McNamara, Diabetes Educator

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members took part in an interactive activity focused on keeping a healthy heart, which included regular blood pressure monitoring, getting an annual check-up, and other healthy heart options. The board members participated in a breathing exercise.

ITEM NO. 1 PUBLIC COMMENT

Vice Chair Hagerty asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board held on meeting held on January 28, 2026. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

A motion was made by Member Noonan that the minutes be approved as presented. Motion carried by unanimous vote.

ITEM NO. 6 Approval of Agenda (For possible action)

FINAL ACTION:

A motion was made by Member Noonan that the agenda be approved as presented. Motion carried by unanimous vote.

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the February 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 24, 2026; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Credentialing

ITEM NO. 5 Approve UMC Policies and Procedures Committee's activities of December 3, 2025 and January 7, 2026, including the recommended creation, revision,

and/or retirement of UMC policies and procedures; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- December 2026 and January 2026 Policies and Procedures

ITEM NO. 6 Ratify the Amendment Number Eleven to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Provider Agreement – Amendment 11
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Participating Facility Agreement with SelectHealth, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Participating Facilities Agreement - Redacted
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the First Amendment to the Specialist Physician Services Agreement with Renal Payer Solutions, Inc., dba Champion Health Plan of Nevada, for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Extension Agreement - Amendment 1
- Disclosure of Ownership

ITEM NO. 9 Award RFP No. 2025-12 Clinical Denial Services to RSource, LLC d/b/a Knowtion Health; authorize the Chief Executive Officer to sign the RFP No. 2025-12 Service Agreement; execute any extension options and amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Service Agreement

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Agreement with GE Healthcare for the purchase of anesthesia machines; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Purchase Order Quote - Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Professional

Services Agreement for Cardiology Clinical Coverage with Nevada Heart and Vascular Center (Resh), LLP; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Professional Services Agreement
- Disclosure of Ownership

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Master Services and License Agreement and Order Form with SC Johnson Professional USA, Inc. for the SwipeSense project; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Master Agreement Order Form
- Disclosure of Ownership

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Agreement for Medical Coding Support with Fort Topco, Inc. d/b/a AGS Health LLC; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Agreement for Medical Coding Support
- Disclosure of Ownership

ITEM NO. 14 Award RFP No. 2025-10 Revenue Cycle Assessment to BDO Digital, LLC d/b/a BDO Management Consulting; authorize the Chief Executive Officer to sign the RFP No. 2025-10 Service Agreement; execute any extension options and amendments; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Service Agreement for Revenue Cycle Assessment – RFP No. 2025-10

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

DOCUMENT(S) SUBMITTED:

- RFP 2025-13 Service Agreement
- Disclosure of Ownership

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

DOCUMENT(S) SUBMITTED:

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

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

DOCUMENT(S) SUBMITTED:

- Construction Services Agreement
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Noonan that Consent Items 4-17 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 18 Special recognition for UMC Diabetic Nurse Educator Rhea McNamara; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Danita Cohen, Chief Experience Officer, acknowledged Rhea McNamara, UMC Diabetic Nurse Educator at Maternal Child and the Healthy Living Institute. Ms. McNamara teaches new mothers diagnosed with diabetes after childbirth. Due to the excellent care and service she provides, she was honored with two babies named after her. Congratulations!

FINAL ACTION:

None

ITEM NO. 19 Receive ethics training from Sam Harvey, Outreach and Education Officer for the Nevada Commission on Ethics; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Sam Harvey, Outreach and Education Officer for the Nevada Commission on Ethics provided an educational review of the ethics law for the governing board.

The Ethics Law in Nevada governs the ethical or unethical conduct of public servants. Specific definitions of what goes against the statute were detailed.

The Watergate scandal triggered the enactment of ethics laws. Although a handful of states do not have ethics commissions, some states have ethics laws in place at the state, city, and county levels. The ethics law in Nevada was written for the sole benefit of the people.

There are three main roles of the Commission: education and outreach, providing advisory opinions, and receiving and processing complaints. Responses are provided on matters as they relate to Nevada jurisdiction or within Nevada statute. A slide depicting matters that the commission does and does not have jurisdiction was displayed. The Commission can only investigate alleged misconduct from the last 2 years.

Relationships that could create a conflict of interest include spouse or domestic partner, household member, someone in the 3rd degree of consanguinity, employer, significant and ongoing business relationship, or anyone similarly related.

Three ethics categories discussed include improper benefits, disclosure and abstention, and cooling off.

1. Improper benefits prohibits public officers and employees from using a government position to benefit self or to make a commitment in a private capacity or to receive a gift or loan. The Commission considers the value of the gift and how much decision-making authority the public officer/employee has over the person or entity offering the gift. Examples were provided.
2. Disclosure is required and must be sufficient to inform the public and must be made at the time the matter is considered and every time a matter comes before the board or department. If a conflict is not properly disclosed, you may be subject to an ethics violation. Examples were provided.

Abstention means a public officer shall not vote or advocate passage of failure of a matter to which they have a relationship. Examples were provided.

3. Cooling off applies when one is leaving a public agency. There is a one-year cooling off period prior to seeking or accepting employment or counseling or lobbying the agency. Relief may be granted if you request it ahead of time, it has a clear benefit to the public, preserves the ethical integrity of all parties, and does not violate other areas of the ethics law. Examples were provided.

Discussions ensued regarding disclosure or abstention related to investments and contract approval and situations related to potential for preferential treatment.

To resolve a complaint, the Commission must determine three things 1) is there a violation, 2) is it willful or not, and 3) what is the appropriate remedy.

Resolutions may include:

1. Civil monetary penalties and removal from office may apply,

2. Training, mandated apology, admonishment, payback, and conditions for future behavior; or
3. Letter of caution or instruction.

Six tips for compliance include:

1. Maintain a list of individuals or entities to which you have a “commitment in a private capacity”
2. Familiarize yourself on your local/agency policies.
3. Be proactive to identify potential conflicts of interest as early as possible
4. If you are unsure, it is better to disclose than not disclose.
5. Consult with legal counsel who can search prior opinions.
6. Request an advisory opinion

Lastly, direction was given regarding the ethics processes and tips on how to remain in compliance, as well as other training resources.

FINAL ACTION:

None

At this time, Vice Chair Hagerty welcomed Bobbette Bond as a new Ex-Officio Non-Voting Board Member.

ITEM NO. 20 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Member Franklin provided a report on the meeting, which was held on Monday, February 2, 2026, at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

Next, the committee received an update from Patty Scott, Quality, Safety and Regulatory Officer, provided updates on the Quality, Safety, and Regulatory Program, including statistics on all-cause readmissions, mortality index, patient safety indicators. UMC trends show continued improvement. Sepsis mortality indexes were reviewed, and corrective actions and education are in process for areas requiring improvement.

Patient safety complaints and grievances were reviewed. All events were reported to the state timely, and corrective actions were taken.

The Committee reviewed and approved the Policies and Procedures activities, which are a part of today’s consent agenda.

There were no emerging issues identified, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 21 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Palenik provided a report on the meeting, which was held on Thursday, February 12, 2026, at 9:00 a.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented or amended.

The Committee reviewed trends in service line updates, highlighting year over year growth, improvements, and challenges in the focused service lines, which included surgery, orthopedics, cardiac services, ambulatory care, women's and children's services.

Next, the Committee received a presentation on the market share. Overall, UMC sits at #5 in the market. Market performance was reviewed for each service line in the 3, 5, and 7-mile radius.

A review of the FY27 budget strategic initiatives was provided, highlighting new initiatives for the next year.

The Chair provided six new priorities of focus for the committee and management to consider for discussion at future meetings.

There was one emerging issue identified, no public comment, and the meeting adjourned at 11:06 a.m.

FINAL ACTION:

None

ITEM NO. 22 Receive a report from the Governing Board Audit and Finance Committee; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Hagerty provided a report on the meeting, which was held on Wednesday, February 18, 2026 at 2:00 p.m. A quorum was in attendance. There

was no public comment, and the minutes and agenda were both approved unanimously as presented or amended.

Financial statements were provided for the months of January, which covered factors affecting financial outcomes, comparisons to the budget, as well as operating and key financial indicators, trending stats, and payor mix.

Next, the Committee received updates regarding the BDO single audit, HRSA audit, and refresher education regarding the supplemental payment programs.

The business items were reviewed and approved or ratified by the Committee during the meeting. All of the contracts that were approved during the meeting are included in today's consent agenda.

Emerging issues were identified, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 23 Receive the monthly financial report from the Chief Financial Officer for the January FY26 financial report; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- January FY26 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for January FY2026.

The key indicators for January showed admissions 40 cases below budget. ADC was 395 and the average length of stay was 5.75 days. Overall acuity was 1.77 and Medicare CMI was 1.90. Inpatient surgeries were 82 cases below budget and outpatient surgeries were 10 below budget. There were 11 transplant cases.

ER visits were at a record high. Conversion rate was 21%. Quick cares were above budget, and primary cares were under budget 1,400 cases. Telehealth had 450 visits for the month. Orthopedic Clinic saw approximately 3,500 patients. There were 125 deliveries. The CSC volumes have increased slightly.

The income statement for the month showed operating revenue was below budget \$4.5 million and operating expenses were below budget \$5.5 million. EBITDA for the month was \$2.5 million on a budget of \$1.8 million, leaving us \$700K above budget. Year-to-date statistics were reviewed.

Salaries, wages, and benefits showed overtime down significantly for the month. Contract labor was slightly above budget. All other expenses were favorable to budget. Purchased services were below budget. Repairs and maintenance were up due to repairs for the MRI machine.

FINAL ACTION:

None

ITEM NO. 24 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Dean Netski provided the following updates:

The school has received notice of full accreditation from the LCME.

Thank-a-Resident day activities will take place during the next couple of weeks.

March 20th is Match Day for students at the Medical Education Building. All are invited to attend. Outcomes will be shared at the next meeting.

March 9th is the White Coat Ceremony, which will be held at UNLV.

The health science schools organized an interprofessional education event to address misconceptions and challenges related to poverty. This activity aims to help students understand patient difficulties and to eliminate biases and misconceptions when serving the community and providing patient care.

Research: Due to a rise in trauma-related accidents involving e-scooters, Dr. Kuhls is working with the Nevada Advisory on Traffic Safety Committee to review the impact that e-bike and e-scooter accidents have had in healthcare and how to increase safety.

Research conducted by Residents and Fellows will be presented at the Medical School Research Symposium on April 14th. A panel on artificial intelligence and research has been included to discuss AI in healthcare.

On March 3rd in Washington D.C., a poster presentation will be given related to our model for military readiness and what is being done locally.

FINAL ACTION:

None

ITEM NO. 25 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Mason Van Houweling, UMC Chief Executive Officer, provided the following updates:

Mr. Van Houweling congratulated Dean Netski on their accreditation accomplishment.

In the UMC News Brochure, Deb Fox, CNO was named Top CNOs to Know. Congratulations!

- Annual DNV Survey update – It was a successful, unscheduled survey 3-day survey. The survey team will return within 40 days to monitor any deficiencies.
- HRSA audit this week – Thank you to the Pharmacy team.
- ABA verification is set for March 10-11, 2026.
- Trauma verification is set for September 2026.
- New Grad Nurse Transition into Practice Residency re-designated – A brief discussion ensued regarding the shortage of employment for nurses in Nevada.
- Margin Improvement Team – cost savings initiative
- HIM and Medical Records pick-up moved to 820 S. Rancho Lane – A brief discussion ensued regarding electronic record options. Patients have the option of paper, disk, or electronic options.
- Record Spirit Halloween donation was received for UMC’s Children’s Hospital.
- UMC Named 2026 Top Places to Work in Healthcare by Becker’s Healthcare.
- Lastly, Mr. Van Houweling recognized UNLV Healthcare Administration students in the audience.

FINAL ACTION:
None

ITEM NO. 26 Review and discuss updates to committee assignments for the calendar year 2026; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:
- Committee Assignments

DISCUSSION:
After discussion, the members agreed that the appointments as circulated were correct.

FINAL ACTION:
A motion was made by Member Palenik to accept the committee appointments as presented. Motion carried by unanimous vote.

SECTION 4: EMERGING ISSUES

ITEM NO. 27 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)

DISCUSSION:
Trauma data and statistics.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for:

Speakers: None

A motion was made by Member Noonan that the Board go into the closed sessions.

FINAL ACTION TAKEN:

At this time, Member Noonan moved to go into the closed session, pursuant to NRS 241.015(4)(c), as outlined in the agenda. The motion was carried by unanimous vote.

At this time, Member Noonan moved to go into the closed session, pursuant to NRS 450.140(3), as outlined in the agenda. The motion was carried by unanimous vote.

At 3:49 p.m., the Board recessed to go into closed sessions.

The meeting was reconvened in closed session at 3:56 p.m.

SECTION 5: CLOSED SESSIONS

ITEM NO. 28 Go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

ITEM NO. 29 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

FINAL ACTION:

At the hour of 4:40 p.m., the closed sessions on the above topics ended and the meeting was adjourned.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the March 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 24, 2026; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly.

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the March 2026 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the March 24, 2026 meeting.

Cleared for Agenda
March 25, 2026

Agenda Item #

4

Date: March 25, 2026
 To: Governing Board
 From: Credentials Committee
 Subject: March 19, 2026 Credentialing Activities

NEW BUSINESS:

- **RADIOLOGY DOP (full revisions)**

CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Apel	Matthew	M.D.	03/25/2026 - 06/30/2027	Surgery/General Surgery	UNLV Health	Initial FPPE Membership and Privileges
2	Brown	Bradly	M.D.	03/25/2026 - 03/31/2027	Anesthesiology	Mike O'Callaghan Military Medical Center	Initial FPPE Membership and Privileges
3	Carmichael	Peter	M.D.	03/25/2026 - 06/30/2027	Surgery/Vascular Surgery	Las Vegas Surgical Associates	Initial FPPE Membership and Privileges
4	Chen	Li-Chien	D.O.	03/25/2026 - 07/31/2027	Medicine/Infectious Disease	Apex Infectious Disease of Nevada	Initial FPPE Membership and Privileges
5	Contreras	Francisco	M.D.	03/25/2026 - 12/31/2027	Radiology	Medicus Healthcare Solutions	Initial FPPE Membership and Privileges
6	Eisert	Jacob	M.D.	03/25/2026 - 04/30/2027	OBGYN	UNLV Health	Initial FPPE Membership and Privileges
7	Ericson	Sarah	D.O.	03/25/2026 - 03/31/2027	Family Medicine	Mike O'Callaghan Military Medical Center	Military Rotator
8	Frankford	Stone	M.D.	03/25/2026 - 03/31/2027	Medicine/Internal Medicine	Mike O'Callaghan Military Medical Center	Military Rotator
9	Hooshmand	Babak	M.D.	03/25/2026 - 03/31/2027	Medicine/Infectious Disease	Apex Infectious Disease of Nevada	Initial FPPE Membership and Privileges
10	Kliassov	Evelyna	M.D.	03/25/2026 - 07/31/2027	Pathology	Associated Pathologists, Chartered	Initial FPPE Membership and Privileges
11	Lindholm	Abbey	D.O.	03/25/2026 - 03/31/2027	Family Medicine	Mike O'Callaghan Military Medical Center	Military Rotator
12	Robinson	Lamar	M.D.	03/25/2026 - 05/31/2027	Radiology	Medicus Healthcare Solutions	Initial FPPE Membership and Privileges
13	Shenoy	Kartik	M.D.	03/25/2026 - 03/31/2027	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	Military Rotator

14	Siddiqui	Usama	M.D.	03/25/2026 - 02/28/2028	Internal Medicine	UMC Hospitalists	Initial FPPE Membership and Privileges
15	Wand	Austin	M.D.	03/25/2026 - 03/31/2027	Radiology	UMC Radiology	Refer and Follow

B. REAPPOINTMENTS TO STAFF

1	Bassewitz	Hugh	M.D.	05/01/2026 - 04/30/2028	Orthopaedic Surgery	Affiliate Membership and Privileges	Desert Orthopaedic Center
2	Berry	Keith	M.D.	05/01/2026 - 04/30/2028	General Surgery	Affiliate Membership and Privileges	UNLV Surgery
3	Bharucha	Prashant	M.D.	05/01/2026 - 04/30/2028	Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
4	Chen	Caitlin	D.O.	05/01/2026 - 04/30/2028	Psychiatry	Affiliate Membership and Privileges	UNLV Health
5	Connelly	Keelan	D.O.	05/01/2026 - 04/30/2028	Emergency Medicine	Affiliate Membership and Privileges	UMC Emergency Medicine
6	Davis	Patrick	PAC	05/01/2026 - 04/30/2028	PAC - Surgical	APP Dependent Privileges	Patrick W Davis, PAC
7	Frimer	Leora	M.D.	05/01/2026 - 04/30/2027	Internal Medicine	Affiliate Membership and Privileges	UNLV Medicine
8	Giacobbe	Lauren	M.D.	05/01/2026 - 04/30/2028	Obstetrics & Gynecology, Maternal & Fetal Medicine	Affiliate Membership and Privileges	High Risk Pregnancy Center
9	Guerrero	Manrique	D.O.	05/01/2026 - 04/30/2027	Surgical Critical Care, General Surgery	Affiliate Membership and Privileges	Medicus Healthcare Solutions
10	Hakki	Naser	M.D.	05/01/2026 - 04/30/2028	Internal Medicine	Active Membership and Privileges	UMC Primary Care at the Medical District
11	Higginson	Jonathan	APRN	05/01/2026 - 04/30/2027	APN - Surgical, Urology	APP Independent Membership and Privileges	Las Vegas Urology
12	Huang	Wilson	M.D.	05/01/2026 - 04/30/2028	Obstetrics & Gynecology, Maternal & Fetal Medicine	Affiliate Membership and Privileges	High Risk Pregnancy Center
13	Igtiben	Christopher	M.D.	05/01/2026 - 04/30/2027	Internal Medicine	Active Membership and Privileges	UMC Hospitalists
14	Jilani	Jawad	D.O.	05/01/2026 - 04/30/2028	Gastroenterology, Internal Medicine	Affiliate Membership and Privileges	Digestive Associates
15	Johnson	Jennifer	PAC	05/01/2026 - 04/30/2027	PAC - Medical, Diagnostic Radiology	APP Dependent Privileges	UMC Radiology
16	Kennedy	William	M.D.	05/01/2026 - 04/30/2028	Nephrology, Internal Medicine	Affiliate Membership and Privileges	NKDHC PLLC
17	Khan	Shahabuddin	M.D.	05/01/2026 - 04/30/2028	Cardiovascular Disease, Interventional Cardiology	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	Nevada Heart & Vascular Center

18	Khine-Stickler	Mary	M.D.	05/01/2026 - 04/30/2028	Obstetrics & Gynecology, Maternal & Fetal Medicine	Affiliate Membership and Privileges	Desert Perinatal Associates
19	Ko	Pin-Yi	M.D.	05/01/2026 - 04/30/2028	Pediatrics/Pediatri c Neurology	Affiliate Membership and Privileges	Pediatrix and Obstetrix Virtual, PC
20	Louis	Alvancin	M.D.	05/01/2026 - 04/30/2028	Surgery/Cardiova scular/Thoracic Surgery	Affiliate Membership and Privileges	Office of Military Medicine
21	Moghadam	Mahmoud	APRN	05/01/2026 - 04/30/2028	Ambulatory Care/Quick Care	APP Independent Membership and Privileges	UMC Express Care
22	Monroe	Michael	M.D.	05/01/2026 - 04/30/2028	Orthopaedic Surgery/Orthopae dic Surgery	Affiliate Membership and Privileges	Orthopaedic Specialists of Nevada
23	Mukherjee	Rita	M.D.	05/01/2026 - 04/30/2028	Medicine/Hemat ology/Oncology	Affiliate Initial FPPE Membership and Privileges	The Oncology Institute of Hope & Innovation
24	Nandikanti	Deepak	M.D.	05/01/2026 - 04/30/2028	Medicine/Nephro logy	Active Membership and Privileges to <u>Affiliate Membership and Privileges</u>	Kidney Specialists of Southern Nevada
25	Nasiak	Michael	M.D.	05/01/2026 - 04/30/2028	Ambulatory Care/Primary Care	Active Membership and Privileges	UMC-Nellis Primary Care
26	Ng	Matthew	M.D.	05/01/2026 - 04/30/2028	Surgery/Otolaryn gology	Affiliate Membership and Privileges	UNLV Health
27	Preddy	James	D.O.	05/01/2026 - 04/30/2028	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	UMC Emergency Medicine
28	Pulma	Joshua	APRN	05/01/2026 - 04/30/2028	Family Medicine	APP Independent Membership and Privileges	Platinum Hospitalists
29	Scamman	Willard	M.D.	05/01/2026 - 04/30/2028	Pathology	Affiliate Membership and Privileges	Associated Pathologists, Chartered
30	Schanda	Taylor	M.D.	05/01/2026 - 04/30/2028	Surgery/General Surgery	Affiliate Membership and Privileges	Office of Military Medicine
31	Takieddine	Marwan	M.D.	05/01/2026 - 04/30/2028	Medicine/Nephro logy	Affiliate Membership and Privileges	NKDHC PLLC
32	Wang	Jeff	M.D.	05/01/2026 - 04/30/2028	Pathology	Affiliate Membership and Privileges	Associated Pathologists, Chartered
33	Wilstead	Steve	CRNA	05/01/2026 - 04/30/2028	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
34	Yang	Nancy	CRNA	05/01/2026 - 04/30/2028	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
35	Yu	Chaoran	D.O.	05/01/2026 - 04/30/2028	Ambulatory Care/Primary Care	Active Membership and Privileges	UMC-Spring Valley Primary Care

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Berry	Keith	M.D.	05/01/2026 - 04/30/2028	General Surgery, Trauma Surgery	New Privilege: Laparoscopy (Trauma Surgery DOP)
2	Connelly	Keelan	D.O.	05/01/2026 - 04/30/2028	Emergency Medicine, Trauma Emergency Medicine	Withdraw Privilege: Medical Toxicology (Emergency Medicine DOP)
3	Guerrero	Manrique	D.O.	05/01/2026 - 04/30/2027	Surgical Critical Care, General Surgery	New Privileges: Hyper-alimentation // Emergency vascular repair (General Surgery DOP) Withdraw Privileges: Endoscopy // TPN // Da Vinci (General Surgery DOP) Percutaneous Tracheostomy (Trauma DOP) Withdraw Privilege/Department: Core- Burn Care privileges (Trauma/Burn DOP)
4	Jilani	Jawad	D.O.	05/01/2026 - 04/30/2028	Gastroenterology, Internal Medicine	Withdraw Privilege: Endoscopic Retrograde Cholangiopancreatography (ERCP)
5	Johnson	Jennifer	PAC	05/01/2026 - 04/30/2027	PAC - Medical, Diagnostic Radiology	Withdraw Privileges: Venograms // Suprapubic catheter placement // Myelography
6	Khan	Shahabuddin	M.D.	05/01/2026 - 04/30/2028	Cardiovascular Disease, Interventional Cardiology	New Privilege: Invasive Cardiology Core Withdraw Privileges: Percutaneous ASD/PFO closure, PTA peripheral. // Peripheral Vascular Transluminal Angioplasty and // Percutaneous Coronary Artherectomy
7	Louis	Alvancin	M.D.	05/01/2026 - 04/30/2028	Surgery/Cardiovas cular/Thoracic Surgery	Withdraw Department: Surgery DOP (All Privileges) He is Vascular only

D. MODIFICATION OF PRIVILEGES

1	Bahr	Brigham	D.O.	Surgery/General Surgery	Modification of Privilege - New Privilege: Da Vinci Robot
2	Candela	Joseph	M.D.	Surgery/Urology	Modification of Privileges - Withdraw Privileges: Laparoscopic Procedures // Laparoscopic urological surgery // Interstim therapy for urinary control
3	Chang	Shirong	M.D.	Surgery/Pediatric Surgery	Modification of Privilege - New Privilege: Circumcision (Part of Core) (Pediatric Surgery DOP)
4	Gomez	Nadia	M.D.	Obstetrics and Gynecology	Modification of Privilege - Withdraw Privilege: Sacrocolpopexy
5	Scheidler	Michael	M.D.	Surgery/Pediatric Surgery	Modification of Department/Privilege: New Department: Pediatric Surgery New Privilege: Circumcision (Part of Core)

6	Zeynalov	Elchin	M.D.	Ambulatory Care/Primary Care	Modification of Privilege - Withdraw Privilege: Telemedicine
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E. EXTENSION OF INITIAL FPPE

1	Lay	Lindy	D.O.	Medicine/Psychiatry	Extend Initial FPPE Privileges thru August 2026 due to not being able to provide cases.
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F. EXTENSION OF INITIAL FPPE (DEPT/PRIVILEGES)

1	Khan	Zubair	M.D.	Medicine/Cardiology	Extend FPPE for New Privileges - Left Ventricular Assist Device (LVAD)/Impella thru August 2026 due to not being able to provide cases.
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G. STATUS CHANGE: INTIAL FPPE

1	Alhushki	Waseem	M.D.	Pediatric/Hematology/Oncology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
2	Awomolo	Agboola	M.D.	Radiology/Teleradiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
3	Bebila	Norman	M.D.	OB/GYN	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
4	Bowers	Kara	M.D.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
5	Cohen	Lea	M.D.	Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
6	Gonzalez	Christopher	D.O.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
7	Heath	Jared	PAC	Emergency Medicine	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE (MILITARY ROTATOR)
8	Huynh	Hai-Phuong	CRNA	Anesthesia	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE (MILITARY ROTATOR)
9	Kim	Haeseung	D.O.	Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership

					and Privileges - Completion of FPPE (MILITARY ROTATOR)
10	King	Greggy	APRN	Internal Medicine	Change in Staff Status - Released from APP Initial FPPE Membership and Privileges to <u>APP Dependent Membership and Privileges</u> - Completion of FPPE
11	Kinsey	Taylor	M.D.	Anesthesia	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
12	Mayers	Alexander	M.D.	Orthopaedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
13	Moore	Louis	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
14	Mulick	Michael	D.O.	Anesthesiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
15	Nicksa	Grace	M.D.	Pediatric Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
16	Olson	Ty	M.D.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
17	Pruangkarn	Susanna	APRN	Pulmonary Medicine	Change in Staff Status - Released from APP Initial FPPE Privileges to <u>APP Dependent Privileges</u> - Completion of FPPE (MILITARY ROTATOR)
18	Schwartz	Cynthia	M.D.	Surgery/Otolaryngology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
19	Song	Alexander	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE
20	Studley	Lora	APRN	Trauma/Critical Care	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE (MILITARY ROTATOR)
21	Tillett	Zachary	M.D.	Emergency/ Trauma	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <u>Affiliate Membership and Privileges</u> - Completion of FPPE

22	Tracy	Felicia	APRN	Medicine/Nephrology	Change in Staff Status - Released from APP Initial FPPE Membership and Privileges to APP Dependent Membership and Privileges - Completion of FPPE
23	Watkins	Madelynn	M.D.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE (MILITARY ROTATOR)

H. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGE

1	Candela	Joseph	M.D.	Surgery/Urology	Completion of FPPE - New Privilege - Penoscrotal/Urethral Surgery
2	Chen	George	D.O.	Ambulatory Care/Quick Care	Completion of FPPE - New Department Medicine/Internal Medicine
3	Choa	Jacqueline	M.D.	Medicine / Pulmonary - Medicine / Respiratory Care	Completion of FPPE - New Privileges - Thoracoscopy/Pleuroscopy // Robotica Bronchoscopy
4	Cooper	Tristan	M.D.	Emergency Medicine/Adult Emergency Medicine	Completion of FPPE - New Department - Trauma
5	Garcia	Hannah	APRN	Surgery/General Surgery	Completion of FPPE - New Privilege - Pediatric Patients
6	Pamulapati	Vivek	M.D.	Surgery/General Surgery	Completion of FPPE - New Departments: Trauma Surgery // Trauma Critical Care
7	Yi	Julia	M.D.	Neurosurgery	Completion of FPPE - New Department: Trauma Neurosurgery - New Privilege: Core

I. STATUS CHANGE

1	Osborn	Corey	PAC	Emergency Medicine/Adult Emergency Medicine	Change in Staff Status - Military - Integrated to Military - Rotator
2	Walls	Andrew	M.D.	Pediatrics/Pediatric Critical Care	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges

J. LEAVE OF ABSENCE - REQUEST

1	Ganesan	George	M.D.	Surgery/Urology	Children's Urology Associates	Request for Leave of Absence - (03.25.2026-03.31.2027)
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K. RESIGATIONS

1	Brinkerhoff	Jared	D.O.	Anesthesiology	Mike O'Callaghan Military Hospital	Voluntary Resignation
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2	Campana	Mary Charmaine	M.D.	Family Medicine	Platinum Hospitalists	Voluntary Resignation
3	Cartier	Jocelin	PAC	Family Medicine	Mike O'Callaghan Military Hospital	Voluntary Resignation
4	Demeter	Eva	PAC	Ambulatory Care/Quick Care	UMC-Blue Diamond Quick Care	Voluntary Resignation
5	Dowdy	Kristen	D.O.	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Hospital	Voluntary Resignation
6	Farthing	Bryan	PAC	Medicine/ Allergy/Immunology	Mike O'Callaghan Military Hospital	Voluntary Resignation
7	French	Casey	D.O.	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Hospital	Voluntary Resignation
8	Gaiimo	Andrew	CRNA	Anesthesiology	Mike O'Callaghan Military Hospital	Voluntary Resignation
9	Gregory	Maurie	M.D.	Family Medicine	Maurice D. Gregory, MD, PC	Voluntary Resignation
10	Haas	Blake	M.D.	Radiology	UMC Radiology	Voluntary Resignation
11	Heath	Jared	PAC	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Hospital	Voluntary Resignation
12	Henry	David	PAC	Ambulatory Care/Quick Care	UMC-East Charleston Quick Care	Voluntary Resignation
13	Lazaro	Shane	APRN	Family Medicine	Platinum Hospitalists	Voluntary Resignation
14	Manthei	Scott	D.O.	Surgery/Otolaryngology	Nevada Ear & Sinus Institute	Voluntary Resignation
15	Palmer	Angela	M.D.	Neurosurgery	The Spine & Brain Institute	Deceased
16	Planes	Jamie Lee	PAC	Emergency Medicine/Adult Emergency Medicine	UMC Emergency Medicine	Voluntary Resignation
17	Plisko	Andrew	M.D.	Anesthesiology	UMC Anesthesia	Deceased
18	Rouse	Jessica	M.D.	Medicine/Internal Medicine	Mike O'Callaghan Military Hospital	Voluntary Resignation
19	Rubio	Ernesto	M.D.	Ambulatory Care/ Primary Care	UMC-Centennial Primary Care	Voluntary Resignation

20	Sesi	Jason	PAC	Ambulatory Care/Telemedicin e	UMC Online Care	Voluntary Resignation
21	Tan	George	M.D.	Medicine/Gastro enterology	Vegas Digestive Health Center	Voluntary Resignation
22	Wang	Yusharn	APRN	Family Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
23	Weston	Stuart	M.D.	Medicine/Critical Care/Pulmonary	Mike O'Callaghan Military Hospital	Voluntary Resignation
24	Zeynalov	Elchin	M.D.	Ambulatory Care/Primary Care	UMC-Aliante Primary Care	Voluntary Resignation

L. ADJOURNMENT



NAME: _____

- Initial
- Reappointment
- Additional Privilege

Effective FROM: _____ TO: _____

PRIVILEGES IN RADIOLOGY

The establishment of privileges and procedures in the Department of Radiology shall be in accordance with the Bylaws of the Medical and Dental Staff. ~~Physicians in the Department of Radiology, Tele-Radiology, Nuclear Medicine and Interventionist have privileges to admit, treat, consult or follow patients as defined by the Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center.~~

Tele-Radiology Core (RAD 1)

Eligibility Criteria: To be eligible to request clinical privileges in ~~the Tele-Radiology Department~~, the applicant must meet the following minimum criteria:

Basic Education: M.D. or D.O.

Minimum Training: Completion of an ACGME/AOA-accredited residency training program in ~~Radiology, Diagnostic Radiology, Radiation Oncology, Therapeutic Radiology, Vascular & Interventional Radiology, Diagnostic Angiography or Nuclear Medicine.~~

Must be Board Certified by the American Board of Radiology, American Osteopathic Board of Radiology, or the Royal College of Physicians and Surgeons of Canada within 5 years from completion of training. ~~Board certification through the National Board of Physicians and Surgeons is acceptable for recertification of board.~~

Experience

Initial Applicant: ~~Must be able to demonstrate that he or she has performed at least 50 procedures/interpretations, for privileges requested in the past 24 months to be able to assess his or her clinical competence upon request.~~

Applicants for initial appointment must be able to demonstrate interpretation of at least 50 general radiology examinations, 100 computed tomography (CT) examinations, 100 magnetic resonance imaging (MRI) examinations, reflective of the scope of privileges requested, or successful completion of an ACGME/AOA-accredited residency or clinical fellowship within the previous 12 months.

Reappointment: Applicants for reappointment must possess current demonstrated competence and an adequate volume of experience with interpretations of 50 general radiology examinations, 100 CT examinations, 100 MRI examinations, with acceptable results, reflective of the scope of privileges requested, for the previous 24 months, based on the results of ongoing professional practice evaluation and outcomes.

The following CORE listing is not intended to be an all-encompassing list of procedures for interpretation. It defines the types of activities/procedures/privileges that the majority of the physicians in this specialty interpret:

CORE PRIVILEGES IN TELE-RADIOLOGY ONLY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
<p>ROUTINE INTERPRETATION: include but are not limited to routine plain film and fluoroscopy interpretation, CT, US, MRI and Nuclear Medicine.</p> <p>Final interpretation of general medical imaging via tele-radiology or other systems. The core privileges in this specialty include the interpretation of the following procedures that extend the same techniques and skills. Chest X-Ray, CT, CTA/MRA, CT Abd/Pel, MRI, MRI Body, MRI Brain, MRI Lower Extremity Joints, MRI Spine, NM, US, US Abd/Pel, X-Ray</p>			

Diagnostic Radiology Core (RAD 2)

Eligibility Criteria: To be eligible to request clinical privileges in ~~the Diagnostic Radiology Department~~, the applicant must meet the following minimum criteria:

Basic Education: M.D. or D.O.

Minimum Training: Completion of an ACGME/AOA-accredited residency training program in ~~Radiology, Diagnostic Radiology, Radiation Oncology, Therapeutic Radiology, Vascular & Interventional Radiology, Diagnostic Angiography or Nuclear Medicine.~~
 Must be Board Certified by the American Board of Radiology, American Osteopathic Board of Radiology, or the Royal College of Physicians and Surgeons of Canada within 5 years from completion of training. ~~Board certification through the National Board of Physicians and Surgeons is acceptable for recertification of board.~~

Experience

Initial Applicant: ~~Must be able to demonstrate that he or she has performed at least 50 procedures/interpretations, for privileges requested in the past 24 months to be able to assess his or her clinical competence upon request.~~

Applicants for initial appointment must be able to demonstrate performance and interpretation of at least 50 general radiology examinations, 100 computed tomography (CT) examinations, 100 magnetic resonance imaging (MRI) examinations, reflective of the scope of privileges requested, or successful completion of an ACGME/AOA-accredited residency or clinical fellowship within the previous 12 months.

Reappointment: Applicants for reappointment must possess current demonstrated competence and an adequate volume of experience 50 general radiology examinations, 100 CT examinations, 100 MRI examinations, with acceptable results, reflective of the scope of privileges requested, for the previous 24 months, based on results of ongoing professional practice evaluation and outcomes.

~~For Medical Directors Use Only (Please check box):~~

Qualifications:	<ul style="list-style-type: none"> • Active member of the Medical and Dental Staff in good standing. • Maintain approved privileges for respective specialty. • Board Certified in Radiology and in active Radiology practice at UMC OR • Board Certified in Nuclear Medicine
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~~If you meet the above criteria, you may request the following CORE privileges:~~

~~**CORE PRIVILEGES IN RADIOLOGY**~~

~~**Eligibility Criteria:** To be eligible to request **CORE** clinical privileges in Radiology, **the applicant must meet the criteria for privileges in Radiology in addition to the following criteria for CORE privileges in Radiology:**~~

~~**History & Physical:** Competent to perform patient's medical history & Physical examination.~~

The following CORE listing is not intended to be an all-encompassing list of procedures. It defines the types of activities/procedures/privileges that the majority of the physicians in this specialty perform and inherent activities/procedures/privileges requiring similar skill sets and techniques:

CORE PRIVILEGES IN RADIOLOGY			
CORE PRIVILEGES IN DIAGNOSTIC RADIOLOGY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED

<p>CORE RADIOLOGY PROCEDURES: Include but are not limited to routine plain film interpretation and fluoroscopy procedures, inclusive of gastrointestinal and genitourinary contrast examinations, mammography and breast needle localization, arthrography, lumbar punctures and myelography, fluoroscopic guided biopsies and drainage procedures. MAGNETIC RESONANCE IMAGING (MRI), NUCLEAR MEDICINE INTERPRETATION</p> <p>Perform on-site general diagnostic radiology to diagnose and treat diseases of patients of all ages. The core privileges in this specialty include the procedures listed below and any other procedures that are extensions of the same techniques and skills: Chest X-Ray, CT, CTA/MRA, CT Abd/Pel, MRI, MRI Body, MRI Brain, MRI Lower Extremity Joints, MRI Spine, NM, US, US Abd/Pel, X-Ray, and general fluoroscopy, needle placement, localization, and injection related to image studies modality, as well as the performance of the history and physical exam.</p>			
<p>SIMPLE ANGIO-INTERVENTIONAL PROCEDURES: Include but are not limited to Simple angio-interventional procedures inclusive of PICC placement or other central venous access catheter placement, routine venography and angiography,-</p> <p>ULTRASOUND-GUIDED PROCEDURES: Include but are not limited to ultrasound interpretation and ultrasound guided procedures including vascular ultrasound, ultrasound guided paracentesis, thoracentesis, cyst or abscess drainage, needle biopsies.</p> <p>CT-GUIDED PROCEDURES: Include but are not limited to Computed Tomography and CT guided procedures inclusive of diagnostic CT interpretation, CT angiography, CT biopsies and drainage procedures</p>			

Special non-core privileges in diagnostic radiology

SPECIAL NON-CORE PRIVILEGES IN DIAGNOSTIC RADIOLOGY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Administration of moderate sedation and analgesia	See criteria attached		
Vertebral augmentation procedures, including percutaneous techniques used to achieve internal vertebral body stabilization	Provide 5 cases at the Initial application and Reappointment		

Vascular and Interventional Radiology Core (RAD3)

Eligibility Criteria: To be eligible to request clinical privileges in Vascular and Interventional Radiology, the applicant must meet the following minimum criteria:

Basic Education: M.D. or D.O.

Minimum Training: Completion of an ACGME/AOA-accredited residency training program in Diagnostic Radiology or Interventional Radiology, followed by completion of at least one-year approved fellowship/pathway (CAQ or ESIR) in vascular and interventional radiology and current subspecialty certification of board eligibility (with achievement of certification within seven years of completion of training) leading to subspecialty certification in vascular and interventional radiology by the ABR or completion of a certificate of added qualifications in vascular and interventional radiology by the ABR or AOBR.

Experience

Initial Applicant: Applicants for initial appointment must be able to demonstrate performance of at least 300 vascular and interventional radiology (VIR) procedures, reflective of the scope of privileges requested, in the previous 24 months, or demonstrate successful completion of an ACGME/AOA-accredited clinical fellowship within the previous 12 months.

Reappointment: Applicants for reappointment must possess current demonstrated competence of at least 150 VIR procedures with acceptable results, reflective of the scope of privileges requested, for the previous 24 months, based on the results of ongoing professional practice evaluation and outcomes.

SPECIAL PRIVILEGES IN RADIOLOGY

SPECIAL PRIVILEGES: Defined as high risk, problem prone, or new technology, not routinely part of Radiology practice.

ELIGIBILITY CRITERIA: To be eligible to request SPECIAL privileges, the applicant must meet the minimum criteria for CORE privileges in addition to the following:

MINIMUM TRAINING: Successful completion of an accredited ACGME or AOA residency training program in Radiology, and acceptable supervised training in residency, fellowship, CAQ or other acceptable program; and Documentation of knowledge in indication for the procedure/test/therapy.

The following CORE listing is not intended to be an all-encompassing list of procedures. It defines the types of activities/procedures/privileges that the majority of the physicians in this specialty perform and inherent activities/procedures/privileges requiring similar skill sets and techniques:

SPECIAL PRIVILEGES IN RADIOLOGY			
CORE PRIVILEGES FOR VASCULAR AND INTERVENTIONAL RADIOLOGY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
The core privileges include but are not limited to the following image guided techniques and procedures of the body excluding the brain: Diagnostic and therapeutic angiography, venography, sampling and percutaneous procedures, including biopsy and drainage, angioplasty, stenting, covered stenting, recanalization, flow diversion, vasospasm management, foreign body retrieval, revascularization, distal protection or proximal protection devices, pharmacological and mechanical thrombolysis, embolization, chemoembolization, radio embolization, seed placement, thrombectomy, IVUS, Laser therapy, line placement, lymphangiography, image guided bx/drainage, image guided procedures of the spine including all augmentation procedures and pain management, functional testing, ablation procedures including thermal and laser ablation, and devices and medications necessary to accomplish these procedures. Performance of history and physical exam. Consultation, and pre- and postoperative management of endovascular patients, participation in short- and long-term post-procedure follow-up care, including intensive care			
NUCLEAR MEDICINE THERAPEUTIC:	Nevada Radiation Control Program Radioactive Materials License		
DIAGNOSTIC ANGIOGRAPHY AND VENOGRAPHY: Inclusive of all body parts EXCEPT the Heart.	Initial: Interventional Radiology Fellowship or CAQ (Certificate of Added Qualification) or Interventional Residency or documentation of 10 cases in past 24 months.		

PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY: Endovascular Therapy of all body parts except heart inclusive of angioplasty, endovascular stents, thrombolytic therapy, atherectomy, vasoactive therapy, embolization, dialysis graft thrombolysis, tumor embolization or ablation, chemotherapy.	See Attached Criteria		
PERCUTANEOUS INTERVENTIONAL PROCEDURES: Percutaneous Interventional procedures including biliary and urinary drainage procedures and stents, tumor ablation, TIPS, transvascular biopsy, vertebroplasty, kyphoplasty	Interventional Radiology Fellowship or CAQ (Certificate of Added Qualification) or Interventional Residency or documentation of ~20 cases in past 24 months		
ENDOAVACULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM (AAA)	See Attached Criteria		
MODERATE SEDATION	See Attached Criteria		
NEUROLOGIC INTERVENTIONAL RADIOLOGY PROCEDURES			
Stroke Embolectomies and Carotid Stenting	-See Attached Criteria		
Cerebral Aneurysm Coiling and all other Neuro Interventional procedures	See Attached Criteria		

Neuro Interventional/Endovascular Neuroradiology Core (RAD4)

- Eligibility Criteria:** To be eligible to request clinical privileges in Endovascular Surgical Neuroradiology, the applicant must meet the following minimum criteria:
- Basic Education:** M.D. or D.O.
- Minimum Training:** Completion of an ACGME-accredited fellowship in neuroradiology, followed by an ACGME-accredited fellowship in endovascular surgical neuroradiology or Neuro Interventional Radiology as part of the Neuroradiology fellowship and current subspecialty certification of board eligibility (with achievement of certification within seven years of completion of training) leading to subspecialty certification in neuroradiology by the ABR or AOBR.
- Experience**
- Initial Applicant:** Applicants for initial appointment must be able to demonstrate performance of at least 25 Neuro Interventional/endovascular surgical neuroradiology treatments, reflective of the scope of privileges requested, in the previous 24 months, or demonstrate successful completion of an ACGME-accredited clinical fellowship within the previous 12 months.
- Reappointment:** Applicants for reappointment must possess current demonstrated competence of at least 25 Neuro Interventional/Endovascular surgical neuroradiology treatments with acceptable results, reflective of the scope of privileges requested, for the previous 24 months, based on the results of ongoing professional practice evaluation and outcomes.

The following CORE listing is not intended to be an all-encompassing list of procedures. It defines the types of activities/procedures/privileges that the majority of the physicians in this specialty perform and inherent activities/procedures/privileges requiring similar skill sets and techniques:

CORE PRIVILEGES FOR NEURO INTERVENTIONAL/ENDOVASCULAR NEURORADIOLOGY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
The core privileges include but are not limited to the following image guided techniques and procedures of the brain and spine: Diagnostic and therapeutic angiography, venography, sampling and percutaneous procedures, including biopsy and drainage, angioplasty, stenting, covered stenting, recanalization, thrombolysis, embolization, chemoembolization, radio embolization, seed placement,			

thrombectomy, IVUS, Laser therapy, line placement, lymphangiography, image guided procedures of the spine, ablation procedures including thermal and laser ablation, and devices and medications necessary to accomplish these procedures. Performance of history and physical exam. Consultation, and pre- and postoperative management of endovascular patients. Participation in short- and long-term post-procedure follow-up care, including intensive care			
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Nuclear Radiology Core (RAD5)

Eligibility Criteria: To be eligible to request clinical privileges in Nuclear Radiology, the applicant must meet the following minimum criteria:

Basic Education: M.D.

Minimum Training: Completion of an ACGME- or RCPSC-accredited residency in diagnostic radiology resulting in certification by the ABR, followed by successful completion of an ACGME- or RCPSC-accredited fellowship in nuclear radiology resulting in subspecialty board certification in Nuclear Radiology by the ABR.

Experience

Initial Applicant: Applicants for initial appointment must be able to demonstrate performance of at least 25 nuclear radiology procedures, reflective of the scope of privileges requested, in the previous 24 months, or demonstrate successful completion of an ACGME-accredited clinical fellowship within the previous 12 months.

Reappointment: Applicants for reappointment must possess current demonstrated competence of at least 25 nuclear Radiology procedures with acceptable results, reflective of the scope of privileges requested, for the previous 24 months, based on the results of ongoing professional practice evaluation and outcomes.

The following CORE listing is not intended to be an all-encompassing list of procedures. It defines the types of activities/procedures/privileges that the majority of the physicians in this specialty perform and inherent activities/procedures/privileges requiring similar skill sets and techniques:

CORE PRIVILEGES FOR ENDOVASCULAR SURGICAL NEURORADIOLOGY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Dynamic and static imaging of pathophysiologic processes; Performance of the history and physical exam; Performance and interpretation of the results of diagnostic examinations of patients using radiopharmaceuticals.			
Therapeutic Nuclear Medicine	Demonstrate evidence of competence and/or license from another institution or state, or submit an attestation from the applicant's training program of competence.		

ACKNOWLEDGEMENT OF PRACTITIONER:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise at University Medical Center of Southern Nevada, in the Department of Radiology, and I understand that:

1. In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
2. Any restrictions on the clinical privileges granted to me are waived in an emergency situation and in such situation my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

I have attached the supporting documentation required to request these Radiology **CORE** and **SPECIAL PRIVILEGES**.

APPLICANT SIGNATURE DATE

****MEDICAL STAFF USE ONLY****

I have reviewed the requested clinical privileges and privilege criteria (cases, education, etc.) for the above named applicant and recommend action on the privileges noted above.

CHIEF, DEPARTMENT OF RADIOLOGY

DATE

Department of Radiology, University Medical Center

Revised: 11/00; 05/01; 05/06, 12/08; 05/01/12; 09/19/18; 8/08/2019; 2/18/20; 04.2021, 05.13.2024, 05.21.2024

Credentials Approved: 07/17/14; 01/17/2019; 9/19/2019; 05.2021; 03/21/2024

MEC Approved: 05/2/12; 07/22/14; 01/22/2019; 09/24/2019; 05.2021, 03.26.2024, 05.28.2024

Board of Hospital Trustees: 11/98, 06/19/12; 08/19/14; 02/19/2019; 10/15/2019; 05.2021, 03.27.2024, 05.29.2024

PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY AT INITIAL

- An applicant must meet all the criteria in either Track I or Track II to perform Peripheral Endovascular Stent Placement and Peripheral Angioplasty.

Physicians Eligible to Apply: Cardiovascular or Vascular Surgeons

- Diagnostic Radiologists with Interventional Privileges
- Cardiologists with Interventional Privileges

Track I (Fellowship):

- Documentation of formal Endovascular or Interventionist Fellowship training; and
- 5 cases of peripheral angioplasty in the last 12 months.

Track Two (Non-Fellowship):

- Provide documentation of successful completion of one "hands-on" peripheral vascular course in each stenting and angioplasty method; or
- Complete proctorship of the first 5 peripheral endovascular stent placement cases and first 5 peripheral angioplasty cases performed at UMC. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM AT INITIAL

1. PHYSICIANS ELIGIBLE TO APPLY

- a. Cardiovascular or Vascular Surgeons
- b. Diagnostic Radiologists with Interventional Privileges
- c. Cardiologists with Interventional Privileges

2. TRAINING REQUIREMENTS

a. Track One – Fellowship Track

- i. Documentation of formal Endovascular or Interventionist Fellowship training; and 5 cases in the last 12 months.

b. Track Two – Non-Fellowship Track

- i. Provide documentation of satisfactory participation at a "device specific" hands on course; and
- ii. Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; and 5 cases in the last 12 months

NEUROLOGIC INTERVENTIONAL RADIOLOGY

STROKE EMBOLECTOMIES AND CAROTID STENTING

Initial Application:

Fellowship in Interventional Neuroradiology (endovascular neuroradiology) or holding a CAQ (Certificate of Added Qualification). If not fellowship trained or holding a CAQ (Certificate of Added Qualification) MUST provide a combination of 20 Neuroradiology cases from the past 24 months

-OR

Fellowship in Interventional Radiology AND

20 carotid/cerebral angiograms performed and interpreted in the last 2 years AND

5 supervised by physician in acute embolectomies and applicant as a second assist AND

5 supervised by physician in acute embolectomies and applicant as first assist in the last 2 years

Reappointment: 20 acute stroke embolectomies in the last 2 years

NEURO INTERVENTIONAL RADIOLOGY PROCEDURES

Initial Application:

Fellowship in Interventional Neuroradiology (Endovascular Neuroradiology) or holding a CAQ (Certificate of Added Qualification). If not fellowship trained or holding a CAQ (Certificate of Added Qualification) MUST provide a combination of 20 Neuroradiology cases from the past 24 months

OR

Fellowship in Interventional Radiology AND

Qualify for privileges in acute stroke embolectomies AND

5 supervised by physician in neuro interventional radiology procedures and applicant as second assist AND

5 supervised by physician in neuro interventional radiology procedures and applicant as first assist in the last 2 years

CRITERIA FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

1. A letter to the Credentials Committee requesting the privilege AND
2. Physician must provide:
 - a. Maintain current ACLS*, ALS* or ATLS, or NRP, or PALS (as appropriate to patient population); **OR**
 - b. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; AND
3. Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful **AND**
4. Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available on Physician link website, www.umcsn.com and is required on initial request of privileges only **AND**
5. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

*ACLS – Accepted by American Heart Association OR

*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation AND
2. Be an attending physician in the field of Emergency Medicine, Trauma, or Critical Care Medicine AND
3. At Initial request the physician must provide:
 - a. Documentation of five (5) intubations or supervised intubations in the past 24 months
4. At Reappointment the physician must provide one of the following:
 - a. Documentation of five (5) intubations or supervised intubations in the past 24 months **OR**
 - b. Documentation of completion of a high fidelity simulation of airway management course approved by the Critical Care Committee completed within the past 24 months.

Residents and all other learners performing intubations are required to have a privileged attending physician that is credentialed with deep sedation/intubation present with direct supervision at all times.

Department Chiefs with consultation and approval of the Chair of Critical Care Committee, can require additional education, training or demonstration of competency.

Other Specialties, not included above, can request and be approved for Deep Sedation/Intubation privileges upon approval of the Critical Care Committee.

**Physician Acknowledgement of
Pre and Post Anesthesia Assessment Requirements**

It is the expectation of the Medical Staff and Board of Trustees of University Medical Center (UMC) that all anesthesia providers and non-anesthesia providers who provide anesthesia or sedation to UMC's patients consistently follow the below- listed standards:

Pre-Anesthesia Assessment:

- All patients will receive a pre anesthesia assessment by an appropriately qualified and privileged provider.
- The assessments will be documented on the same day and time the assessments are completed.

The pre anesthesia assessment must contain:

- A notation of anesthesia risk (ASA)
- Anesthesia, drug and allergy history
- Any potential anesthesia problems identified
- Patient's condition prior to induction of anesthesia
- Airway Management

Post-Anesthesia Assessment:

- All patients will receive a post anesthesia assessment by an appropriately qualified and privileged provider
- The post assessment will be completed and documented within 48 hours of completion of surgery or the procedure requiring anesthesia/sedation

These requirements apply to all deep sedation and anesthesia (general, regional, MAC)

The post anesthesia assessment must contain:

- Respiratory function, including respiratory rate, airway patency, and oxygen saturation
- Cardiovascular function, including pulse rate and blood pressure
- Mental status
- Temperature
- Pain
- Nausea and vomiting
- Postoperative hydration
- Patient Participation

Medication Management:

All medication containers or syringes are labeled when not immediately administered to the patient. An immediately administered medication is one administered to the patient without **ANY** break in the process.

I hereby acknowledge that I have read and understand my responsibilities as a member of the UMC's medical staff for providing anesthesia/sedation care as outlined above. I also understand that failure to comply with these requirements may result in disciplinary action as provided for in the Medical and Dental Staff Bylaws, Rules and Regulations and Hospital Policies.

Physician Signature

Date

Physician Name Typed or Printed Legibly

Sources: US Department of Health and Human Services
Center of Medicare & Medicaid Services
Conditions of Participation for Hospital: Anesthesia Services- Title 42 §482.52
"Practice Guidelines for Postanesthetic Care"
Anesthesiology, Vol 96. No3, March 2002
*2011 Comprehensive Accreditation Manual for Hospitals
Provision of Care, Treatment and services, PC. 03.01.07, EP 7
Medication Management MM 05.02.09 EP 1
CMS 42CFR 482.52(b)(3)

Credentials Approved: 07/17/14; 01/17/2019; 9/19/2019; 05.2021; 03/21/2024
MEC: July 26, 2011, April 24, 2012, 03.26.2024, 05.28.2024
BOT August 16, 2011, May 15, 2012, 03.27.2024, 05.29.2024

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: HR Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the UMC Governing Board approve changes to various HR Policies and Procedures; and take any action deemed appropriate. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:


At their meeting held on March 9, the Human Resources and Professional Compensation Committee reviewed and approved various changes to the HR policies and procedures, effective on or around April 1, 2026:

- Family and Medical Leave
 - Formatting, updated “FMLA Source” to “TPA,” updated EO Program Staff, and added DOL guidance about sufficient medical documentation.
- Recruitment and Selection Program
 - Revised H(4) – to address background and drug testing requirements a new hire whose start date is more than 90 days out.
 - Added Section H(6) to address gaps in background and drug screen policy for new hires with extended start dates. It also addresses the need for employees to self-disclose any criminal convictions after employment.
 - Added Section H(7) to address the potential for a background check to be performed in certain scenarios (e.g., missing from file, annual DMV).
- Position Classification and Compensation Plans
 - Modified Section F(1) to account for internal equity and other objective factors when determining a promotional increase.

Cleared for Agenda
March 25, 2026

Agenda Item #

5

	POLICY TITLE: Family and Medical Leave
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
EFFECTIVE DATE: 7/1995	FINAL APPROVAL DATE:

SCOPE

All UMC Employees

PURPOSE

To set forth UMC’s procedures to request and receive approval for leave through UMC’s third-party Family and Medical Leave Act (FMLA) administrator.

PROCEDURE

A. Employee Notification Requirements for Initial and/or Renewal of Expired Approvals. In all cases, absent extenuating circumstances, the employee must comply with UMC’s procedures regarding absences and contact the third-party administrator (TPA) as outlined on the Human Resources intranet page.

Foreseeable Leave: Any employee who believes they may have an FMLA-qualifying event requiring leave must provide their management and the TPA at least a 30-day advance notice before the FMLA leave is to begin. If the need is foreseeable but not known more than 30 days in advance, the employee must provide notice as soon as practicable, generally meaning that day or the next business day from when the need is known. Failure to provide appropriate notice may result in leave being delayed by up to 30 days after notice was given, depending on the specific circumstances. Notification not provided in accordance with UMC procedures for leave (including contacting the TPA) may also result in delayed or denied FMLA leave and/or a policy violation related to UMC’s notice requirements for leave.

Unforeseeable Leave: If the need for leave is unforeseeable, the employee must provide notice to their management and the TPA as soon as practicable based on the particular facts and circumstances. It is generally considered practicable to provide notice either the same day or next business day after becoming aware of the event and within the time prescribed by UMC’s notice requirements for leave.

Content of Notice: The notice does not have to include the term “FMLA” but must include sufficient information to put the TPA on notice of a potential FMLA-qualifying event (i.e. parent is hospitalized, son or daughter has been called to active duty, nature of the employee or covered family member’s medical condition rendering them unable to work and/or perform daily activities, and duration of leave needed). Failure to provide sufficient information (i.e., simply saying “sick”) does not trigger the TPA’s obligation to notify the employee of FMLA



POLICY TITLE: Family and Medical Leave

rights. The employee must also respond to the TPA's questions designed to determine if the absence(s) is potentially FMLA-qualifying. Failure to respond to such inquiries, and/or failure to provide sufficient information may result in a denial of FMLA protection.

B. Paperwork/Medical Certification: Upon notification of the need for FMLA, and based on the information the employee provides, the TPA will promptly provide the employee with written notice of their general rights, obligations, eligibility status under the FMLA for each separate potentially qualifying event, and blank FMLA medical certification forms. The TPA will work directly with the employee and/or the employee's physician to procure sufficient medical documentation of the need for FMLA leave. Thereafter, medical recertification will generally only be required only once every six-month period in which an employee gives notice of the need for FMLA leave.

Failure to return the required certification documentation by the deadline listed in the notification may result in denial or delay of the FMLA leave until certification is received. Employees may contact the TPA to request an extension of the deadline if extenuating circumstances require. Prior to approving the FMLA leave, the TPA may also require second and/or third opinions on the certification provided, as allowed by law. If second and/or third opinions are required, the TPA will notify the employee in writing.

Per the Dept. of Labor, sufficient medical documentation should include: "contact information for the certifying healthcare provider; the date the serious health condition began and how long it will last; appropriate medical facts about the condition such as symptoms, hospitalization, or doctor's visits; for leave for the employee's own serious health condition, information showing that the employee cannot perform the essential functions of the job; for leave to care for a family member, a statement establishing the family member needs care, and an estimate of when and how long the leave is needed; for leave that needs to be taken in short blocks of time, an estimate of how much time will be needed for each absence, how often absences may occur, and information establishing the medical necessity for taking such intermittent leave."

C. Approvals/Denials: The employee will be notified, in writing, of the status of any FMLA application (including those not specifically requested by the employee but sent by the TPA based on information provided). If denied, the employee will receive a denial notification including a brief description of why the application and/or request was denied. If approved, the employee will receive an approval letter including details regarding the circumstances of the approved leave, including but not limited to type of leave, dates of leave, requirement to use accrued paid leave (in accordance with relevant policy or CBA), potential requests for recertification, and requirement to provide a certification of release to return to work at end of FMLA leave.

D. Accessing FMLA Time: To access FMLA leave for an approved qualifying event, the employee is required to provide timely notification to UMC that they will not be reporting to work within the contractual or policy notice requirements. The employee is also required to contact the TPA within 24 hours after the start of the absence, absent extenuating circumstances, and specifically reference the qualifying reason or the need for FMLA leave. Where multiple approvals exist, the TPA will require information to determine which approval is the cause for the current absence. Failure to provide sufficient information in a timely manner to the TPA may lead to leave being denied under the FMLA. The TPA may require periodic reports on the FMLA status, including intent to return to work and anticipated return date. In addition, the TPA may also require recertification of current approved FMLA conditions. The employee will be notified, in writing, regarding the specifics of the recertification. Recertification will be requested in the frequency and manner allowable by law and UMC preference. FMLA leave need not be taken in one block but may be taken intermittently or on a reduced leave



POLICY TITLE: Family and Medical Leave

schedule if medically necessary. Employees needing intermittent FMLA leave, or leave on a reduced leave schedule, must attempt to schedule their leave so as to not unduly disrupt UMC's operations. Intermittent leave may also be taken due to qualifying exigencies. In addition, UMC may assign an employee to an alternative position that better accommodates the employee's intermittent or reduced leave schedule. Prior to returning to work from FMLA leave occasioned by the employee's own serious health condition, the employee will be required to provide a fitness for duty certification with regard to his/her serious health condition. Employees will be required to use accrued paid leave for unpaid FMLA leave in accordance with the current Collective Bargaining Agreements (CBA), or policy and procedure manual covering his/her classification. Failure to comply with the procedural requirements in the relevant CBA or policy manuals will result in the approved FMLA leave not qualifying for paid status. Once leave banks are exhausted, the employee will be placed in a leave without pay status (LWOP) until his/her return or expiration of the FMLA leave allotment. During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. An employee who has exhausted FMLA or does not qualify for FMLA may also request leave for his or her own physical or mental impairment as a reasonable accommodation under the Americans with Disabilities Act (ADA) through Equal Opportunity Program staff.

E. Unlawful Acts:

Employer:


- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Employee:

- Fraudulently obtains or uses FMLA leave

F. Enforcement: An employee may file a complaint with Human Resources, with the U.S. Department of Labor, or bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Review Date:	By:	Description:
July 29, 2022	Ricky Russell	Formatting changes. Reviewed. No content change.
January 17, 2023	Ricky Russell	Delete last sentence in purpose paragraph. Add Section E & F pursuant to FMLA regulations.
March 2026	Anna Caputo	Formatting, updated "FMLA Source" to "TPA," updated EO Program Staff, and added DOL guidance about sufficient medical documentation. Vetted by CHRO

	POLICY TITLE: Recruitment and Selection Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 3/2026

SCOPE

All UMC employees.

PURPOSE

Human Resources shall administer a recruitment and selection program for the recruitment of applicants for employment with UMC in accordance with all applicable federal and state laws and regulations, and affirmative action programs.

POLICY

1. Recruitment shall be one of the following types:
 - a. **INTERNAL RECRUITMENT:** a promotion, demotion or transfer opportunity opened to current full-time, part-time or per diem UMC employees only.
 - b. **REGULAR RECRUITMENT:** open to all interested applicants.

2. Human Resources shall determine the methods to be used in recruitment and may postpone, cancel, extend or otherwise modify the recruitment efforts as circumstances indicate. A department leader intending to fill a new or existing position, change FTE status of apposition, reclassify a position, shall notify their appropriate recruiter to launch the process. Any such postings or changes must be approved in the staffing standard for the department, or approved by the Workforce Planning Committee, before the Recruitment team is authorized to move forward.

3. The filing period for a non–union represented job announcement will be determined by Human Resources. These positions may close without notice once a sufficient number of qualified applications have been received.

4. When anticipated that the applicant group will greatly exceed the anticipated vacancies, Human Resources may restrict recruitment to limit the number of applicants by:



POLICY TITLE: Recruitment and Selection Program

- a. establishing a shorter filing period; and/or
- b. specifying a maximum number of applications that will be accepted and closing the recruitment when that number is reached.

5. Job listings for all recruitments shall available in Human Resources, on the job posting board near the cafeteria and on the UMC website. Announcements shall be given such other publicity as deemed warranted to attract a significant number of qualified candidates to compete.

6. Job announcements shall describe the duties of the position, minimum qualifications, salary range as deemed necessary, open and closing date for accepting applications and such other information as Human Resources considers appropriate.

Section B. Applications

1. An official online application form must be filled out completely and signed by the applicant. Applicants who complete online applications must attest that all information contained therein is true and accurate. Filed applications become the property of UMC and shall not be returned to the applicant. A separate and complete application is required unless otherwise specified in the job announcement.

2. Applications are only received by Human Resources for posted positions during the filing period. All applications must be received prior to the recruitment closing date and time.

3. All applicants must meet the minimum requirements and preferences, when applicable, as stated on the job announcement to be eligible for the position. Applicants may be required to submit evidence of education, training, licensure or special qualifications used to determine eligibility for the position.

4. Human Resources may disqualify an applicant, refuse to certify an applicant for an interview or remove an applicant who:

- a. is determined to lack any of the job requirements stated on the job announcement for the recruitment; or
- b. has committed conduct not compatible with UMC employment; or
- c. has made false or misleading statements or omissions of material fact on the application; or has used, or attempted to use, any unfair method to obtain an advantage in a recruitment or appointment; or
- d. has directly or indirectly obtained confidential information regarding the content of interview; or



POLICY TITLE: Recruitment and Selection Program

- e. has failed to submit an accurate and fully completed application within the prescribed time limits; or
- f. has been dismissed for cause from a position at UMC or any other public or private employer similar to the position applied for at UMC; or
- g. has a recent criminal conviction, which is substantially related to the qualifications, functions or duties of the position for which an application is being made. UMC acknowledges that a record of conviction alone will not necessarily bar someone from employment and will consider factors such as:
 - 1) the length of time that has passed since the offense; 2) age at the time of the offense;
 - 3) the severity and nature of the offense; 4) the relationship of the offense to the position for which was offered; and 5) evidence of rehabilitation; or
- h. has, within the past two (2) years, unsuccessfully completed a pre-employment drug screen for UMC, except as provided for under the American's with Disabilities Act of 1990; or
- i. is identified as ineligible due to sanctions by the Office of Inspector General or by the Excluded Parties List System; or
- j. has been disqualified from a previous position during the background check process; or
- k. has made a verbal or physical threat to staff, harassing communications, disparaging comments or other unprofessional conduct.

5. A person whose application is rejected for failure to meet minimum qualifications shall be notified of the reason for rejection. Applicants who believe they meet the minimum qualifications for a position and receive the above cited notification may request in writing to the Human Resources recruiter within seven (7) calendar days of the date of the notification to have their application re-evaluated. Human Resources will notify the applicant within seven (7) calendar days of receipt of the written request, of the decision based on the re-evaluation. Decisions reviewed and approved by Human Resources Director or Chief Human Resources Officer are considered final.

Section C. Inquiries into Minority Status

1. At the request of UMC, all applicants are asked to complete the Affirmative Action Questionnaire to comply with the United States Government EEO requirements.
2. The applicant's completion of the questionnaire is voluntary and failure to complete this section of the application will not adversely affect future employment opportunities.



POLICY TITLE: Recruitment and Selection Program

3. The information requested will be made available to authorized personnel to be utilized for research and reporting purposes only.

Section D. Eligibility Lists

1. The names of applicants for employment who qualify for the recruitment shall be placed on the appropriate eligibility lists.
2. Eligibility lists will usually remain in effect for ninety (90) calendar days, but may be changed at the discretion of Human Resources and the appropriate department manager.
3. Eligibility lists for all recruitments shall be in effect from the date the applicant was placed on the eligibility list.
4. The duration of recall eligibility lists due to layoffs shall be a maximum of two (2) years based on length of service.
5. The Chief Human Resources Officer, or designee, may remove from eligibility lists the names of applicants who:
 - a. request to have their names removed from an eligibility list or state that they are not interested in employment in that classification; or
 - b. fail to respond to an invitation for a pre-employment interview; or
 - c. are appointed to permanent positions in the classification for which their names were on an eligibility list. This does not apply to those eligible who are appointed to temporary positions; or
 - d. declines two (2) interviews for the same job classification within one (1) year; or
 - e. for any of the reasons listed in Section B.4 of this policy.
6. Eligibility Lists for permanent positions will be established in the following manner:
 - a. **Department Recall List:** The departmental recall eligibility list for each classification shall consist of employees and former employees of the department having permanent status and who were laid off or who were reduced in grade as a result of layoff. Such lists shall take precedence over all other eligibility lists.
 - b. **Recall List:** The general recall eligibility lists for each classification shall consist of the names of employees and former employees of UMC who are on active recall lists. Such lists shall take precedence over all other eligibility lists, except departmental recall lists.



POLICY TITLE: Recruitment and Selection Program

- c. **Active Lists:** The names of applicants who meet at least the minimum qualifications shall be placed on eligibility lists for that position. The eligibility list will normally remain in effect for approximately ninety (90) calendar days, unless the position is re- posted sooner at the request of the hiring authority or at the discretion of Human Resources.
- d. **Certification List:** The names of the most qualified applicants who meet the minimum and the preferred skills for the position will be placed on an active certification list for that position and will be forwarded to the department for an interview.

Section E. Candidate Referral

When a vacancy is to be filled, other than by demotion or emergency appointment, the hiring authority shall notify Human Resources. Following receipt of an approved requisition, Human Resources shall determine which candidates to be referred, based on bona fide occupational qualifications or special skills required by the position. Human Resources will determine the method and standards used to evaluate applicants' qualifications.

1. Eligible candidates shall be referred to fill permanent vacancies in the following order:
 - a. Departmental Recall Eligibility List
 - b. Recall Eligibility List
 - c. Certification List

If a departmental recall eligibility list is used, Human Resources shall refer personnel in accordance with the recall section of the appropriate collective bargaining agreement or this manual. Human Resources may remove from a departmental recall list the name of any person who waives employment after referral.

2. Only applications of the most qualified candidates will be referred to the department initially for hiring manager or SME review. All applicants on the certification list should be interviewed unless documented and proper justification is approved by Human Resources prior to declining the candidate for interview. The written justification should explain the applicant lack of at least one of the following: experience, education, knowledge, skills, abilities, certifications, licensures or other job competency specific reasons related to the specific recruitment. Documentation will be made in the applicant tracking system for record keeping purposes of the justification made by the hiring department.
3. All current UMC employees who are certified for interview in a specific recruitment must be interviewed unless disqualified due to other reasons outlined in this policy.
4. If more than one vacancy is to be filled, the base number of candidates to be referred shall be determined by Human Resources. The names of the most qualified candidates will be certified to the department. All applicants certified to a department will be interviewed.



POLICY TITLE: Recruitment and Selection Program

5. Human Resources will submit the certification list to the hiring department, and the hiring authority shall notify applicants chosen for pre-employment interviews.
6. When an applicant has been passed over a total of two (2) times for employment or in the past one hundred and eighty (180) days for the same position by the same hiring authority, with the appropriate justification, Human Resources may remove the name of that applicant from the certification list to that hiring authority.
7. Human Resources may refer qualified persons from sources that are deemed appropriate to fill temporary positions.
8. Pre-employment assessments or testing may be required for some positions, prior to job offer.

Section F. Interviews

1. An interview schedule for those on the certification list should be provided to Human Resources or be accessible for viewing through the self-scheduling option in the ATS prior to the commencement of the interviews.
2. The hiring authority will notify and interview, or provide a reasonable opportunity for an interview to each applicant whose name appears on the certification list prior to making a selection. Initial contact with the candidate must be made within three (3) business days by the hiring department for interview scheduling. Those candidates not selected for interview must be clearly identified using Section E, Paragraph 2 guidelines.
3. All interview notes, questions, rating guides, responses, score sheets and related materials generated during the interview process will be submitted to Human Resources. Job offers may not be extended until all selection documentation is submitted.
4. No testing/examinations will be administered by the hiring department without involvement and approval by Human Resources.

Section G. Selections and Appointments

1. The Chief Executive Officer or designee must approve vacancies to be filled prior to appointment (see Human Resources Procedure "Requisition for Personnel").
2. The hiring authority shall interview each applicant referred before making a competitive selection.



POLICY TITLE: Recruitment and Selection Program

- a. If two (2) unsuccessful documented attempts to contact a candidate occur, then the hiring authority shall notify Human Resources in order to remove candidate from consideration.
 - b. Human Resources may approve other non-discriminatory objective reasons to disqualify a candidate from consideration.
 - c. After making a selection, Human Resources shall notify each applicant interviewed of the results.
3. With the approval of Human Resources, a person may be appointed temporarily to fill a regularly established benefitted position. No person shall achieve full time, part time, or per diem status solely as a result of appointment to a temporary position.
4. Per Diem Appointments: Beginning with the 2081st hour worked, a part-time or per diem employee, upon written request, shall be entitled non-competitively to the next available regular full-time or part-time position in his/her classification. Restrictions may apply in accordance with the appropriate collective bargaining agreement.
5. In the event that the standard recruitment procedure would, in an emergency situation, delay or impair efficiency of UMC operations, the hiring authority, with approval from Human Resources and the Chief Executive Officer, may make emergency appointments for the duration of the emergency and for a time thereafter sufficient to permit an orderly return to the normal conduct of business. When such emergency appointments are made, the hiring authority shall immediately notify Human Resources, naming the appointees, dates of appointment, classification in which hired, duties of the positions to which appointed and the nature of the emergency. No person shall automatically achieve full or part time status as a result of an emergency appointment.
6. Human Resources may make involuntary, inter-departmental transfer of employees in the same classification or salary grade for the purpose of reorganizations, changes in workload or for the well-being of UMC, after notification and approval of the affected Administrator and department head.
7. The UMC CEO may appoint applicants to a position. Additionally, UMC may appoint employees of an agency whose functions have been assumed by UMC under the following conditions:
 - a. Human Resources has determined the proper classifications for the positions; and
 - b. employees of the agency shall serve a probationary period; and
 - c. no time served in the agency prior to appointment as a UMC employee shall apply toward the computation of seniority without the written authorization of the Chief Executive Officer and based on a recommendation from Human Resources.



POLICY TITLE: Recruitment and Selection Program

Section H. Offers of Employment

1. All offers of employment will be made by Human Resources.
2. The hiring authority will return the certification list and interview questions/responses to Human Resources. A tentative offer of employment will be made in compliance with the pre-employment/post offer protocols.
3. Salary recommendations will be made by Human Resources following current internal pay practices. Human Resources or the department/unit managers requesting a salary rate above the salary rate parameters established by Human Resources must submit the request in writing to Human Resources who will make a recommendation of approval or denial to the Division Head and CEO or designee. The CEO or designee has final approval on any salary above the normally established rate to be offered.
4. Once the tentative offer of employment has been made to a non-UMC employee, the selected candidate will be required to complete pre-employment drug testing generally within 72 hours, background check consent paperwork and a pre-employment physical/employee health review. If the start date of employment is more than 90 days from the offer acceptance date, UMC will perform a subsequent background check and drug screen prior to the start date. Confidential documents, such as employee background checks and drug testing results, may be unavailable in the employee's human resources file for employees hired prior to 2017.
5. The tentative offer of employment shall be withdrawn if:
 - a. the applicant fails to complete the pre-employment drug screen within seventy-two (72) hours of the date and time the tentative offer was made without an approved extension, or
 - b. the applicant fails to submit to a background check during the hiring process, or
 - c. the applicant fails either the pre-employment drug screen or the background check or pre-employment physical, or
 - d. the results of the applicant's pre-employment drug screen indicate the presence of marijuana (THC), and the applicant applied for a position that UMC has determined could adversely affect the safety of others (See UMC Safety-Sensitive Positions List), or
 - e. the applicant is unable to attend new hire orientation within a specified period of time mutually agreed upon by Human Resources.



POLICY TITLE: Recruitment and Selection Program

6. Disclosing a Criminal Conviction or Plea After Hire

- Current employees are required to self-disclose any criminal conviction, plea of “guilty” (including a “blind plea”), plea of “no contest” (“nolo contendere”), or “Alford plea” that occurs in any jurisdiction after beginning employment with UMC.
- The disclosure must be made to UMC’s Human Resources Department within three (3) business days after the entry of the conviction or plea.
- Communication can be via hr@umcsn.com or in-person with the HR Director (or designee). A form will be provided for you to complete.
- Employees who self-disclose a criminal conviction or plea may be required to consent to a background check provided by our third-party vendor.
- Employees may be required to provide requested information or documentation within strict timelines.
- Failure to self-disclose a criminal conviction or plea in accordance with this policy may subject the employee to discipline, up to and including suspension pending termination, or termination.

7. Background checks may be conducted annually or as needed when there are regulatory requirements or changes in policy that require revisions to background screening and result in additional screening (e.g., annual MVR checks, or local, state, or federal requirements change for specific areas.) Background checks may also be conducted on current employees on an as-needed basis. If, during an audit of the employee’s human resources file, a pre-employment background check cannot be found, a new one must be completed if the employee was hired in 2017 or later.

Section I. Training Under-Fills

1. Training under-fills are alternate staffing patterns that establish entry or intermediate duty levels when:

- a. it is consistently difficult to attract sufficient numbers of qualified applicants at the full performance level; or
- b. significant gaps exist in normal career patterns for occupations unique to UMC’s service; or
- c. by hiring manager or Human Resources request

2. Training under-fills must comply with the following requirements:

- a. The under-fill position level must be established at or below the pay grade of the full performance/budgeted level; and



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- b. The position must be recruited as a training underfill. The announcement must clearly indicate that the position is an underfill position and that, upon satisfactory performance and completion of the training agreement, within a specific time frame, it will lead to a non-competitive promotion. The higher level classification of the position must also be indicated on the announcement; and
- c. The selected applicant does not have to meet all of the experience and education requirements of the higher level position at time of hire into the under-fill position. However, he/she must meet the critical, directly related position requirements determined by Human Resources to be essential to acquiring, through on-the-job training, the skills and knowledge of the higher level classification; and
- d. The under-fill position cannot exist beyond two (2) years. Employees hired into a training under-fill position will serve in the under-fill classification no more than two (2) years, except for specified classifications as determined by Human Resources.

3. Applicants hired into training under-fill position(s) shall serve a probationary period. Should an employee who has successfully completed the probationary period then fail to meet the training requirements, he/she may be terminated following the process as outlined in the appropriate collective bargaining agreement or Human Resources Policies and Procedures.

Section J. Employment Eligibility Verification Form I-9

- 1. Human Resources shall administer the employment eligibility verification program to verify each employee's eligibility for employment in the United States in accordance with the Immigration Reform and Control Act (IRCA), as amended and the Homeland Security Act, as amended.
- 2. All new UMC employees must comply with the IRCA/USCIS by completing Form I-9 to verify their eligibility for employment in the United States. UMC will also verify employment eligibility using the DHS E-Verify system. Any employee rehired within three (3) years of the initial hire, may not be required to complete a new I-9, provided the information on the old I-9 indicates that the person is still authorized to work. However, such employee may be required to complete a new I-9 for E-Verify purposes.
- 3. Please see the Employment Eligibility Verification Policy, Section A for new hires and Section B for renewal and/or reverification requirements for existing employees.

Section K. Licensure, Certification, Registration

1. Candidates for employment must possess and maintain current all required licensures, certifications and/or registrations identified as a bona fide occupational qualification.



POLICY TITLE: Recruitment and Selection Program

2. Candidates for specific positions requiring licensure, certification and/or registration are responsible for providing the appropriate document(s) prior to employment. Human Resources will ensure appropriate and accurate documentation is provided, including any primary source verification as required, before an applicant is hired. For any employed physician or non-physician provider, Medical Staff services will perform the necessary primary source verification.

3. For existing employees in need of renewals the following will apply

1. Employee must provide evidence of completion by 12:00 midnight of the 7th day before the expiration date of existing document (as applicable). Failure to do so shall result in the following process:
 - a. a first written counseling and seven (7) calendar days to provide evidence of eligibility. Employee may not work until sufficient document is provided.
 - b. if the employee does not provide evidence of eligibility by the new deadline, a final written counseling and a maximum of seven (7) additional calendar days in order to provide evidence of eligibility.
 - c. If the employee does not provide evidence of eligibility by the new deadline, a one day unpaid suspension and maximum of seven (7) additional calendar days in order to provide evidence of eligibility.
 - d. If the employee does not provide evidence of eligibility by the new deadline, the employee will be terminated or suspended pending termination.
 - e. Exemption from removal from the workplace and applicable counseling steps can be made for employees who provide proof of registration for a renewal course within that seven (7) day window and proof of renewal prior to the actual expiration date
2. Per Diem employees without grievance and/or appeal rights may be separated at any step of the above process.

4. Employees achieving licensure, certification and/or registration must report the achievement to their manager, who will verify the accuracy of the documents. The employee will be required to produce evidence and submit it to Human Resources for placement in the employee's official personnel file.

Section L. Residency and Vehicle Registration Ordinance

1. Candidates hired into a benefitted position will be required to establish and maintain a principle place of residency within the boundaries of Clark County within 90 days of initial employment with UMC, provide



POLICY TITLE: Recruitment and Selection Program

proof that a Nevada driver's license has been obtained and each private vehicle has been registered with the State of Nevada Department of Motor Vehicles.

2. Human Resources will notify all new hires of acceptable documents and will examine the documents to validate residency and vehicle registration requirements at time of new hire processing.

3. After hire, an employee who fails to provide proof of residency and vehicle registration to Human Resources within 90 calendar days of hire shall result in the employee being terminated. Exceptions may apply to the following:

- a. Employees who are unable to provide documents establishing proof of residency due to living with someone, will be required to sign a residential affidavit of exemption.
- b. Employees who do not drive in Nevada or do not own a motor vehicle subject to the motor vehicle registration laws will be required to sign an affidavit of exemption.
- c. Employees who have been granted a waiver from the County Manager as approved by the Board of County Commissioners.
- d. Employees covered by an applicable federal law that may qualify for an exemption.

4. In accepting employment with UMC, the employee agrees that authorized representatives of UMC may access the databases of the State of Nevada Department of Motor Vehicles to verify motor vehicle registration information and driver's license information.

Section M. Employment Incentive Program

1. Human Resources shall administer an Employment Incentive Program as a recruitment tool when qualified candidates are scarce. Eligible classifications will be defined by Administration in consultation with Human Resources.

2. Eligibility requirements shall be set by Administration on a case-by-case basis.


Section N. Relocation Assistance Program

1. Human Resources shall administer the Relocation Assistance as a recruitment tool. Classifications eligible for relocation expenditure reimbursement will be defined by Administration in consultation with Human Resources. Eligibility requirements shall be set by Hospital Administration on a case-by-case basis.



POLICY TITLE: Recruitment and Selection Program

Review Date:	By:	Description:
5/2022	Ricky Russell	Reviewed. Formatting Changes. Added H(5)(d)
8/2023	Rosalind Bob	Added retention information for confidential documents. Vetted by HR
10/2024	Ricky Russell	Added language in #2 regarding staffing standards, and removed language regarding qualifying reviews. Section K. Content change – Added (4) correction action for non- compliance with license requirement. Vetted by Chief Human Resources Officer.
3/2025	Ricky Russell	Revised Section K (2)(3) to provide clarity for initial and renewal certification/license and primary source verification. Vetted by Chief Human Resources Officer.
7/2025	Rosalind Bob	Modified Section K (3) to require proof of license/certification renewal seven (7) days prior to expiration date. Vetted by Chief Human Resources Officer.
12/22/25	Rosalind Bob	Modified Section J to reference Sections A and B in the Employment Eligibility Verification Policy. Added the updated corrective action process in Section K for existing employees.
March 2026	Ricky Russell	Revised H(4) – to address background and drug testing requirements a new hire whose start date is more than 90 days out. Added Section H(6) to address gaps in background and drug screen policy for new hires with extended start dates. It also addresses the need for employees to self-disclose any criminal convictions after employment. Added Section H(7) to address the potential for a background check to be performed in certain scenarios (e.g., missing from file, annual DMV).

	POLICY TITLE: Position Classification and Compensation Plans
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 3/2026

SCOPE

All UMC employees.

POLICY

Human Resources shall administer a Position Classification and Compensation Plan to provide a fair, equitable, and competitive pay program, and to attract and retain a highly qualified and diverse workforce.

Section A. Position Classification Plan:

1. Human Resources shall develop and maintain a Position Classification Plan consisting of specifications describing all positions in the UMC service.
2. Each classification description shall include:
 - a. The official title of the classification to be used by UMC in all official records, payrolls, and communications. The title shall be indicative of the general nature of the work performed by employees in that classification.
 - b. A general definition of the type of work performed by employees in the classification, the level of supervision received, and extent of supervision exercised over other employees, when applicable.
 - c. Standards and criteria-based evaluations regarding job performance with specific examples of work performed by employees in the classification (it is not to be assumed that each example listed shall be performed by all employees nor that any one employee shall perform only the examples listed. Department managers or supervisors retain the right to assign employees duties not included in the examples, provided such duties are similar in nature to those enumerated).



POLICY TITLE: Position Classification and Compensation Plans

- d. The employment standards – minimum qualifications an applicant should possess to be considered for the classification. These standards shall serve as a guide for rejecting or admitting applicants to recruitment examinations.

Section B. Job Evaluation:

1. Human Resources may conduct a job evaluation when a new job is developed or when the scope of an existing job has changed.
 - a. Human Resources shall conduct audits and make recommendations regarding requests for classifying new and existing positions. (See Human Resources Procedure "Classification Audits")
 - b. Human Resources shall conduct audits and determine if pay grade adjustments or reclassifications are warranted. (See Human Resources Procedure "Classification Audits")

Section C. Salary Ranges and Grades:

Human Resources shall maintain a Position Compensation Plan of designated salary ranges and grades for all of the classifications in the UMC service.

1. The minimum of a salary range is normally the lowest rate paid to an employee in a given pay grade. The maximum of a salary range is the highest rate normally paid to an employee in a given pay grade.
2. The Compensation Plan shall be adjusted, when necessary, to comply with provisions of applicable collective bargaining agreements and/or as approved by the appropriate UMC governing body.
3. Human Resources will develop alternative salary ranges when they are necessitated by market conditions or other circumstances. These ranges may be approved by Hospital Administration, and submitted to the appropriate bargaining unit or appropriate UMC governing body (whichever is applicable) for final approval.

Section D. Overtime:

1. Eligible employees shall be compensated for overtime worked in accordance with applicable federal and state laws and, if applicable to the employee, collective bargaining



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agreements. Employees exempt from overtime compensation under the Fair Labor Standards Act (FLSA) shall not be eligible for overtime or compensatory time.

2. All overtime must be approved in advance of its use. Failure to comply with advance approval may result in disciplinary action. Overtime compensation may be through cash payment or compensatory time at UMC's discretion.

Section E. Benefits Provision:

1. The Hospital may implement employee incentive, compensation, employee suggestions, and performance bonus programs.

2. Except as otherwise identified in these policies and procedures or modified by some other approved employment agreement, compensation plan, etc., non-probationary UMC employees not covered by any collective bargaining agreement shall generally be granted at a minimum those economic benefits provided for in the current UMC & SEIU Agreement which do not relate to employee discipline, discharge or grievance procedures. Economic benefits may include, but are not limited to salary, paid and unpaid leaves, retirement, longevity, shift differential and acting pay. However, in its sole discretion, the UMC CEO or CHRO (or designee) retains the exclusive right to modify all non-economic and economic benefits for any non-union represented classifications.

Section F. Employment Actions:

Employees not covered by any collective bargaining agreement shall at a minimum, receive the same administrative procedures and benefits represented in the SEIU agreement unless modified by this policy, an approved compensation plan, or an employment agreement.

1. **Promotion:** The promotional rate of pay will generally be commensurate with the employee's years of experience in the new pay range, following current hire-in rate pay practices. Other objective factors will be considered as part of any promotional increase, including, but not limited to, internal equity and recent hourly base rate increases. Human Resources will determine the appropriate promotional increase, which will generally range from 0% to 5%. Promotional increases of more than 10% require CEO approval, unless the higher % is the minimum under the new salary schedule. Subsequent promotional increases in the rolling calendar year will generally be limited to 4%. Any exception to the above requirements must be approved by Human Resources and the UMC CEO.

2. The employee's annual review date will not change as a result of the promotion. The employees annual merit increase (if applicable) may be adjusted or prorated is the promotional



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increase salary increase upon completion of one (1) year of service in the new position or classification.

3. **Demotion:** Demotions may be implemented as part of a reorganization or reduction in force, at the request of the employee as the result of a position reclassification, or for cause. Both voluntary and involuntary demotions may be made only upon the recommendation of the department head and approval by Human Resources. Any demotion to a lower salary schedule (aka salary range) will result in the employee receiving a pay reduction of the most recent promotional increase they received, assuming any such reduction doesn't place them below the minimum of the new salary range. If, after the reduction, the employee's pay rate is above the maximum of the new range, their salary will be further reduced to the maximum of the new range. If the employee has not received a promotional increase since hire, the employee will receive a minimum of a 4% decrease, or the max of the new range, whichever is greater.

- a. An employee whose position is reclassified to a lower pay grade will be demoted to the appropriate title, pay grade, and pay, as specified by the Chief Human Resources Officer. In no instance shall an employee's pay rate exceed the maximum rate of the new pay grade.

4. **Reclassification:** A reclassification is made when it has been determined that the duties and responsibilities assigned to the position have significantly changed from the parameters of the original job classification. It is the purpose of a reclassification to ensure that job classifications are compensated equitably in relation to similar levels of responsibility and duties. An employee selected to fill a reclassified position shall be promoted or voluntarily demoted into the new classification, and any salary increase or decrease shall be initiated as identified under the promotion and demotion language, or as determined by the CHRO or designee.

- a. Promotional opportunities created by the reclassification will be filled by a competitive recruitment in accordance with established competitive recruitment actions, except for non-competitive promotions as delineated below.
- b. A non-competitive promotion of an employee whose position has been reclassified to a higher pay grade because of the addition of duties or responsibilities may be made when it is determined open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:
 - i. There are no other employees in the department, supervised by the selecting official, who are in the same classification and performing identical duties to those performed by the employee prior to the addition of the new duties and responsibilities.



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- ii. The employee continues to perform the same basic function(s) as in the former position and the duties of the former position are administratively absorbed into the new position.
- iii. The addition of the duties and responsibilities does not result in an adverse impact on another incumbent position.
- iv. The selecting official desires the position to be filled non-competitively, or Human Resources determine that the position should be filled non- competitively given the circumstances outlined previously.

5. **Transfer:** A full-time or part-time employee who transfers from one allocated position in a cost center to another allocated position in a different cost center, but in the same classification or in another classification assigned to the same pay grade, shall continue to receive the same salary rate. The employee's salary review date will remain the same.

6. **Management Reassignments:** A department head may reassign employees from one position to another position if:

- a. The positions have the same salary range; and
- b. The employee is determined by Human Resources to meet minimum qualifications for the classification under consideration.

7. **Position Titles:** New titles may be established when it has been determined that the new title is more descriptive of the nature of the work being performed. New titles may be established when new or additional functions are undertaken by UMC. No change in the salary review date or compensation level will occur when only a position's title and job code are changed.

8. **Salary Grade Adjustments:** A salary grade adjustment is made when it has been determined that a classification is either under or over compensated in relationship to comparable positions in the job market. In addition, grade adjustments are required to ensure equity between positions within UMC. The purpose for adjusting the salary is to remain competitive in hiring and retaining the best qualified employees in a classification. Salary grade adjustments result in the assigned employee's salary grade being changed. The salary review date will not change as a result of the grade adjustment. Employees affected by an adjustment may be eligible for a merit increase on their next salary review date. Employee pay rates that equal or exceed the maximum rate of the new grade will not receive salary adjustments until their actual pay rate falls below the highest rate of the new pay grade, or upon CEO (or designee) approval.



POLICY TITLE: Position Classification and Compensation Plans

9. **Training Under-Fill:** An employee who is hired into a training under-fill position (see Human Resources "Recruitment and Selection Program") will receive an adjustment to their salary at the following time(s):

- a. Upon hire into the training under-fill position (if the position is at a higher pay grade than the pay grade the employee is changing from)
- b. Upon completion of training underfill.
- c. The amount of the promotional increase upon completion of the training underfill requirements will follow the outlined promotional pay practice in Section F.

Section G. License/Certification:

All staff in positions that require a state of Nevada provider license/certification/registration will be responsible to obtain and maintain a current license/certification/registration - see Recruitment and Selection Program, Section K for requirements for new hires.

- 1. For existing employees in need of renewals, the following will apply;
 - a. Employee must provide evidence of completion by 12:00 midnight of the 7th day before the expiration date of existing document (as applicable). Failure to do so shall result in the following process:
 - i. a first written counseling and seven (7) calendar days to provide evidence of eligibility. Employee may not work until sufficient document is provided.
 - ii. if the employee does not provide evidence of eligibility by the new deadline, a final written counseling and a maximum of seven (7) additional calendar days in order to provide evidence of eligibility.
 - iii. If the employee does not provide evidence of eligibility by the new deadline, a one day unpaid suspension and maximum of seven (7) additional calendar days in order to provide evidence of eligibility.
 - iv. If the employee does not provide evidence of eligibility by the new deadline, the employee will be terminated or suspended pending termination.
 - v. Exemption from removal from the workplace and applicable counseling steps can be made for employees who provide proof of registration for a renewal



POLICY TITLE: Position Classification and Compensation Plans

course within that seven (7) day window and proof of renewal prior to the actual expiration date

2. Per Diem employees without grievance and/or appeal rights may be separated at any step of the above process for non-compliance.

Section H. Working Out of Classification:

1. Managers should make every effort to fill assignments without the need for working an employee outside their classification. In those rare incidents where it becomes necessary, for the good of the hospital, to work an employee out of his/her classification, the following procedure must be followed:

- a. Working out of classification in a different classification outside an employee's normal work schedule is strictly prohibited without the advance written approval of the CEO or designee.
- b. Only non-probationary full and part-time employees in classifications established at pay grade A13 or below are eligible to work out of classification as a Patient Attendant (per diem employees are not eligible).
- c. The manager of the employee's home cost center and the manager making the request both must agree to allow the employee to work out of classification. The home cost center manager should consider the performance and conduct of the employee and any operational issues before granting approval. Both managers are also responsible for ensuring appropriate documentation (e.g., signed job description, competencies, or other regulatory requirements) are met.
- d. The employee working out of classification must voluntarily agree to work extra shifts on a date and time that he/she is not scheduled to work in his/her home cost center. Employees are prohibited from calling off or using leave time to work in another classification. In addition, working in another classification cannot impact his/her regularly scheduled shifts in his/her home cost center. Such conduct will result in severe disciplinary action including suspension pending termination.
- e. Working out of classification must be at a time that does not create a double back situation.



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f. The receiving department leader must ensure all applicable federal, state, local, regulatory, and job description requirements are met at the time of the employee working out of classification.

2. All expenses incurred for working an employee out of classification will be paid by the cost center where the employee worked. The employee is to be compensated at the regular rate of pay of his/her permanent classification including any differential (based on the hours worked) or overtime premiums, if applicable.

Review Date:	By:	Description:
7/2022	Ricky Russell	Reviewed. Formatting changes. Added H(f)
2/2024	Ricky Russell	Clarified language in regards to compensation plans, employment contracts. Added ability for CEO to adjust salaries for topped out or over top employees.
10/2024	Ricky Russell	Modified Section F language for promotions and demotions. Modified language regarding economic benefits for all non- union represented classifications. Section G. Content changes – Revised corrective action to match new Hospital Requirement Matrix. Revised Section E2 to allow for UMC offer different economic and non-economic benefits for non- represented classifications. Vetted by Chief Human Resources Officer.
3/2025	Ricky Russell	Modified Section D & E to provide clarity related to overtime. Vetted by Human Resources Officer.
7/2025	Rosalind Bob	Modified Section G (1) to require proof of license/certification renewal seven (7) days prior to expiration date.
12/22/25	Rosalind Bob	Modified Section G to reference Section K in the Recruitment and Selection Program for requirements for new hires. Updated counseling process for existing employees needing renewals.
3/2026	Ricky Russell	Modified Section F(1) to account for internal equity and other objective factors when determining a promotional increase

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

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

FISCAL IMPACT:

None

BACKGROUND:

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

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

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

Cleared for Agenda
March 25, 2026

Agenda Item #

6



REPORT TO THOSE CHARGED WITH GOVERNANCE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

2025 AUDIT RESULTS
YEAR ENDED JUNE 30, 2025

Welcome



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

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

February 13, 2026

Those Charged With Governance
University Medical Center of Southern Nevada

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

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

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

Respectfully,

BDO USA, P.C.

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



Audit Results

Overview & Status of Our Audit

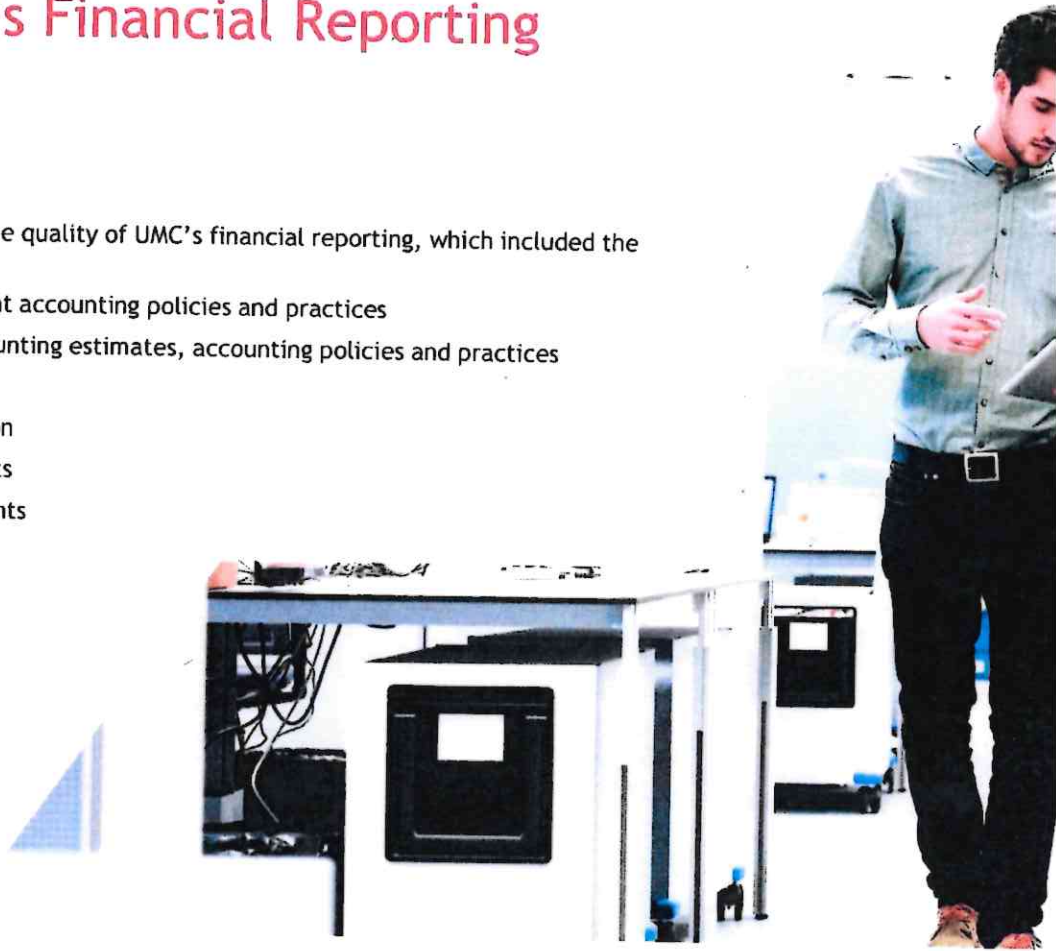
We completed our audit of the financial statements as of and for the year ended June 30, 2025. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*.

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

Quality of UMC's Financial Reporting

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

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



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 2

Corrected and Uncorrected Misstatements

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



Internal Control Over Financial Reporting

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Internal Control Over Compliance Findings

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

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

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

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

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



Additional Required
Communications

Other Required Communications

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

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

Other Required Communications (cont.)

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

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

Independence

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

Other Topics

BDO's System of Quality Management

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

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

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



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About BDO USA

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

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: First Amendment to the Comprehensive Care Consulting Agreement with Practice Partners, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment to the RFP 2024-06 Comprehensive Care Consulting Agreement with Practice Partners, LLC; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

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

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

BACKGROUND:

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

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

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

The Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 18, 2026, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 25, 2026

Agenda Item #

7

Comprehensive Care Consulting Agreement

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

RECITALS:

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

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

OBLIGATIONS OF PRACTICE PARTNERS

A. Services.

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

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

B. Time Requirements.

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

C. Patient Records.

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

D. Consulting.

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

E. Questionable Claims.

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

OBLIGATIONS OF HOSPITAL

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

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

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

D. Patient Information.

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

E. Data and Records.

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

COMPENSATION FOR SERVICES

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

B. Flat Fees/Payment for Services.

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

C. Independent Consultant Status.

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

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

TERM

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

B. Termination.

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

C. Budget Act and Fiscal Fund Out.

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

D. Effects of Termination.

Upon termination of this Agreement,

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

REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(a) Licensure; Good Standing.

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

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

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

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

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

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

INDEMNIFICATION.

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

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

SEVERABILITY.

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

INDEPENDENT CONTRACTOR STATUS.

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

RESTRICTIVE COVENANTS.

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

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

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

MISCELLANEOUS.

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

(i) in person,

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

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

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

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

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

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

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

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

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

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

(i)

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

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

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

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

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

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

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

(p) Prohibition Against Israel Boycott. In accordance with Nevada Revised Statute 332.065, Practice Partners certifies that it is not refused to deal or to conduct business with. Abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

(q) Signatures.

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

For: University Medical Center of Southern Nevada

Signature: Mason Van Houweling

Print: Mason Van Houweling

Date: Sept 3, 2024

Title: Chief Executive Officer,

For: Practice Partners LLC.

Signature: Allan Brandvein

Print: Allan G Brandvein

Date: 8/9/2024

Title: Managing Member

Exhibit A Duties of Practice Partners, LLC

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

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

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

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

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

Practice Partners will advise and assist Hospital:

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

Informed Consent to Services.

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

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

Care Management.

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

Care Plan.

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

HIPAA.

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

Face-to-Face.

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

Transition Management.

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

Continuity of Care.

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

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

Definitions and Regulations

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

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

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

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

Exhibit B

Invoice and Flat Rate Fees

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

Flat Fees:

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

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

Business Associate Agreement

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

WITNESSETH:

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

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

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

By: 
Mason Van Houweling

Title: CEO

Date: 8/28/24

BUSINESS ASSOCIATE:

By: Allan Brandvein
Name: Allan Brandvein

Title: Managing Member

Date: 8/9/2024

FIRST AMENDMENT TO THE COMPREHENSIVE CARE CONSULTING AGREEMENT

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

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

WHEREAS, the parties desire to further amend the Agreement in certain respects as provided in this First Amendment.

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

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

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

University Medical Center of Southern Nevada

Practice Partners, LLC.

Signature: _____

Signature: Allen Brandvein

Printed Name: Mason Van Houweling

Printed Name: Allen G. Brandvein

Title: Chief Executive Officer

Title: Managing Member

Date: _____

Date: 03/06/2026

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: PRACTICE PARTNERS, LLC						
(Include d.b.a., if applicable)						
Street Address: 13789 N ORCA TRAIL			Website: WWW.WECAREPP.COM			
City, State and Zip Code: HAYDEN, ID 83835			POC Name: ALLAN BRANDVEIN			
			Email: ALLAN@WECAREPP.COM			
Telephone No: 208-635-0447			Fax No:			
Nevada Local Street Address: 4525 DEAN MARTINDR			Website:			
(If different from above) #202, LAS VEGAS NV 89103						
City, State and Zip Code: LAS VEGAS NV 89103			Local Fax No:			
Local Telephone No: 208-635-0447			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
ALLAN BRANDVEIN	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	ALLAN BRANDVEIN Print Name
MANAGING MEMBER Title	3-17-26 Date

NAME: **MANVING WENGER** DATE: **3-11-98**

ADDRESS: **11111 BLIND LEM**

STATE: **CA** COUNTY: **ALBANY** CITY: **ALBANY**

1. YES NO (I have been convicted of a crime involving moral turpitude within 10 years of the date of this application.)

2. YES NO (I have been convicted of a crime involving moral turpitude within 10 years of the date of this application.)

3. YES NO (I have been convicted of a crime involving moral turpitude within 10 years of the date of this application.)

4. YES NO (I have been convicted of a crime involving moral turpitude within 10 years of the date of this application.)

5. YES NO (I have been convicted of a crime involving moral turpitude within 10 years of the date of this application.)

NAME: **MANVING WENGER** DATE: **3-11-98**

ADDRESS: **11111 BLIND LEM**

Phone Number:	706-932-0111	EMail:	
City/State/Zip Code:	ALBANY GA 31703	Local POC Name:	
Home Phone Number:	706-932-0111	Local Fax No:	
Work Phone:	706-932-0111	Work:	
Business Address:	11111 BLIND LEM	EMail:	MANVING@MEDICALSOLUTIONS.COM
Business City/State/Zip Code:	ALBANY GA 31703	POC Name:	MANVING WENGER
Corporate/Partnership Business Name:	MANVING WENGER LLC	Work:	MANVING@MEDICALSOLUTIONS.COM

Member of State County Nevada Residents Emp. Assoc.

Employer	Employer	Employer	Employer	Employer	Employer	Employer
Member of State	Member of State	Member of State	Member of State	Member of State	Member of State	Member of State
<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES
<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES	<input type="checkbox"/> YES

DISCLOSURE OF OWNERSHIP INTERESTS

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Equipment Acquisition Agreement with Werfen USA LLC.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Equipment Acquisition Agreement and Instrument Lease Proposal with Werfen USA LLC; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its March 18, 2026, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 25, 2026

Agenda Item #

8

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

Equipment Acquisition Agreement

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

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

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

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

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

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

5. Term; Termination.

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

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

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

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

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

(Signature Page Follows)

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

[Purchaser's full name]

WERFEN USA LLC

Signature

Date

Signature

Date

Name (printed)

Name

Title

Title

ATTACHMENT 1

COVER SHEET

CUSTOMER

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

EQUIPMENT / SERVICE

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

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

CHARGES

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

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

COMMENTS

Related Disposables

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



Instrument Lease Proposal

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

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

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

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

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

See Product Addendum for all consumables pricing.

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

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

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

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

Notwithstanding anything contained in this Agreement to the contrary, Vendor acknowledges that Customer is a public, county-owned, hospital that is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time-to-time, and, as such, its records are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement which Vendor has claimed to be confidential and proprietary, Customer will immediately notify Vendor of such demand and, if applicable, Vendor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for a protective order.

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



Instrument Lease Proposal

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

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

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

To initiate this order, the following documents are required:

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

Dean Weeks

Customer Signature and Date

Mason Van Houweling, Chief Executive Officer

Dean Weeks
 Executive Sales Consultant, Hemostasis



Instrument Addendum

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

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

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

Warranty / Service

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

Post-Warranty Service Pricing

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

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

Monthly instrument lease and service billing \$13,298.25

Customer Initials and Date

Werfen HQ Initials and Date



Product Addendum

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

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

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

Annual Total **\$172,106.18**

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

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

Customer Initials and Date

Werfen HQ Initials and Date



March 17th, 2026

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

Re: Request for competitive bidding information regarding Hemostasis (Coagulation) Equipment.

Dear Mr. Parandi:

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

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

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

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



The above-described process was followed with respect to the Hemostasis (Coagulation) Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Hemostasis (Coagulation) Equipment were I.L Werfen, Stago Diagnostica and Siemens. Contracts were executed in June 2025 with Siemens and I.L Werfen.

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

Sincerely,

Michelle Sanchez
Account Director, Member Services

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Werfen USA, LLC						
(Include d.b.a., if applicable)						
Street Address: 180 Hartwell Road			Website: Werfen.com			
City, State and Zip Code: Bedford, MA 01730			POC Name: Dean Weeks			
			Email: dweeks@werfen.com			
Telephone No: 1-800-955-9525			Fax No: 781-861-6135			
Nevada Local Street Address: (If different from above) N/A			Website: N/A			
City, State and Zip Code: N/A			Local Fax No: N/A			
Local Telephone No: N/A			Local POC Name:			
			Email: N/A			

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

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

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

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

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

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

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

Signed by Paul Stickel

 I approve this document
 2026-03-20 10:55:03 AM PDT
 ESC8A38725E748B604CF30342EC14A8
Director, Commercial Contracts

Paul Stickel
 Print Name
 2026-03-20
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Agreements with Epic Systems Corporation for Cheers & Campaigns Modules	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreements with Epic Systems Corporation for Cheers & Campaigns Modules; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

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

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

BACKGROUND:

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

Cleared for Agenda
March 25, 2026

Agenda Item #

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

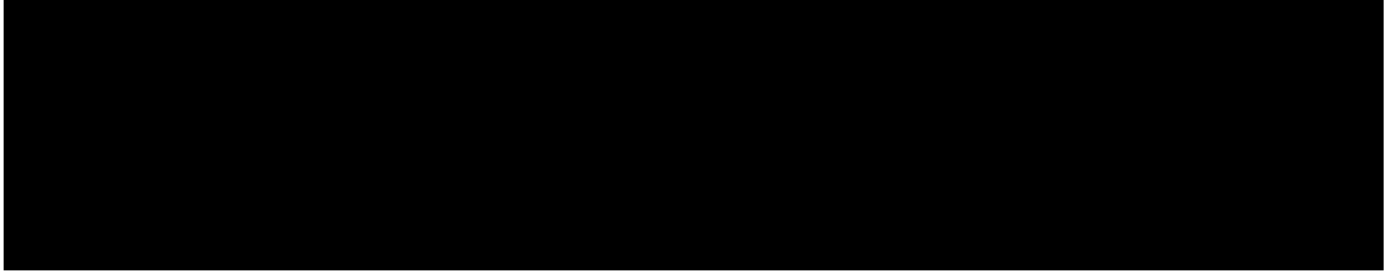
Epic currently holds a Clark County business license.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their March 18, 2026, meeting and recommended for approval by the Governing Board.

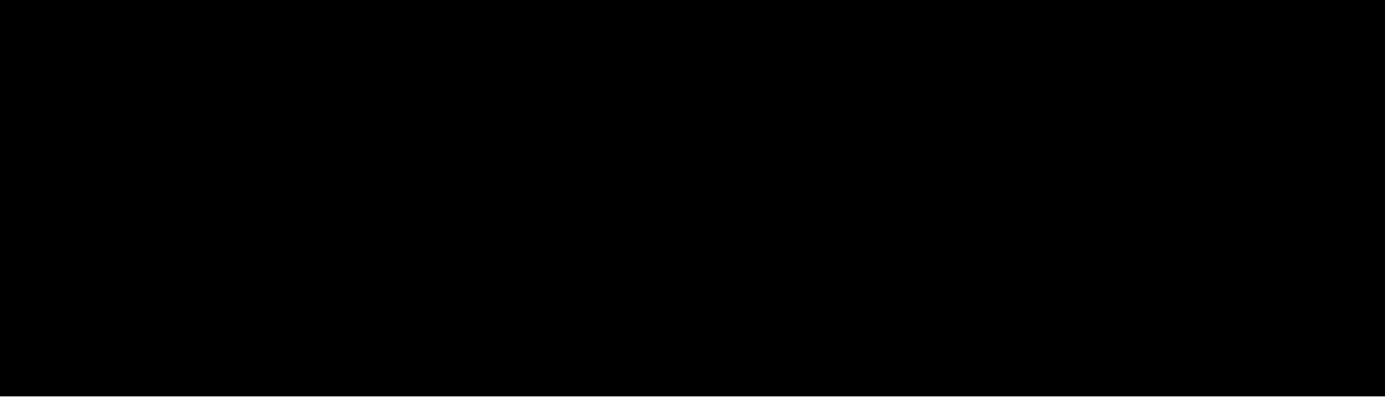
We recommend that Your organizational stakeholders receive a comprehensive overview from a representative of Epic's Hello World team. If this has not yet been arranged, we would be happy to assist in scheduling this session.

[REDACTED]. For further details on feature release schedules and implementation timelines, please contact Your Epic representative.

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



[Base Monthly Fees](#)



Hello World Usage Fees covering Third-Party Costs

Channel	Usage Fees covering Third-Party Costs
[Redacted]	

Implementation

Epic Implementation Fees
[Redacted]

Other Epic Software - Not Included

Application/Channel	Detail
[Redacted]	

Product Specific Notes

Hello World Multichannel Communication Platform

[Redacted]

Nebula Cloud Platform

[Redacted]

Licensed Volume Definitions and Additional Pricing Details

Hello World Multichannel Communication Platform

[Redacted content]

Payment Timing

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

[Redacted content]

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

- [Redacted content]

Addendum

[Redacted content]

General Notes and Assumptions

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

Software Order Process

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

Select an implementation option below:

- [REDACTED]
- [REDACTED]

Print Name: _____

Title: _____

Signature: _____

Date: _____

Epic Software

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

Other Costs

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

Notes and Assumptions

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

2 [Redacted]

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name: Epic Systems Corporation						
(Include d.b.a., if applicable)						
Street Address: 1979 MILKY WAY			Website: WWW.EPIC.COM			
City, State and Zip Code: VERONA, WI 53593			POC Name: JOHN MACDONALD			
			Email: JMACDONA@EPIC.COM			
Telephone No: 608-271-9000			Fax No: 608.271-7237			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
JUDY FAULKNER	CEO	75%

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

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

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

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

	HUNTER SMITH
TAX ANALYST	Date
Title	3-12-26

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Agreements for Epic Support and Epic Strategic Projects with Hummingbird Healthcare	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements for Epic Support and Epic Strategic Projects with Hummingbird Healthcare; authorize the Chief Executive Officer to execute the extension option; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

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

BACKGROUND:

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

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

Cleared for Agenda
March 25, 2026

Agenda Item #

10

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

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

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

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their March 18, 2026, meeting and recommended for approval by the Governing Board.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
EPIC SUPPORT**

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

AGREEMENT FOR EPIC SUPPORT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL" or "Customer"), and HUMMINGBIRD HEALTHCARE, INC., a Delaware corporation with its principal place of business at 1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134 (hereinafter referred to as "COMPANY" or "Hummingbird"), for Epic Support (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY are collectively referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

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

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

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

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$14,070,000.00. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within [REDACTED] days after receipt of an accurate invoice.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within 10 business days of the date of the invoice

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

4. In the event of a dispute regarding any invoice submitted by COMPANY, HOSPITAL shall notify COMPANY within 15 days of the invoice date. HOSPITAL shall provide COMPANY the basis of the dispute within 10 business days of such notification ("**Dispute Notice**"). If HOSPITAL disputes any amounts set forth on an invoice, HOSPITAL will pay the undisputed amounts in accordance with this Section II. If invoiced amounts are determined to be outstanding upon resolution of the dispute, HOSPITAL will pay the remaining portions promptly following dispute resolution and in no event later than 30 days after dispute resolution.
5. If at any point HOSPITAL's unpaid account balance is more than [REDACTED] overdue [REDACTED] on (A) any invoice that is not disputed in good faith, or (B) any disputed amounts for which HOSPITAL waived its right to dispute, COMPANY shall have the right (1) to immediately suspend any or all services under the applicable SOW, until such time as the unpaid and overdue balance is paid in full;
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after [REDACTED] from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by mutual written agreement of the Parties, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly; provided, however, that scope changes to Flexible Staffing services that remain within the applicable annual fee cap may be approved in accordance with Section 2.4 of Exhibit A and shall not require a formal amendment or change order. .

Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL and the mutual written agreement of the Parties; provided that Flexible Staffing services approved in accordance with Section 2.4 of Exhibit A and within the applicable annual fee cap may be authorized by written confirmation between the Parties

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager or their designee. Should the Manager be unable to complete his or her responsibility for any reason, COMPANY shall make commercially reasonable efforts to make a required replacement within fifteen (15) days. COMPANY shall provide written notice to HOSPITAL of any such replacement.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies that are provided to COMPANY in writing as followed by HOSPITAL's on-site staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies to COMPANY, including all amended policies. For clarification purposes, COMPANY's personnel not working from HOSPITAL's facilities will not be required to comply with compliance policies solely applicable to employees working from HOSPITAL's facilities. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not knowingly produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
Except as may be set forth in **Exhibit A**, COMPANY or its licensors (as applicable) are and will remain the sole and exclusive owners of all right, title, and interest in the pre-existing materials associated with the Services (e.g., documents, know-how, software, templates, work flows), all modifications, adaptations, and derivatives of such materials, and any intellectual property rights associated with the Services (whether registered or unregistered, anywhere in the world) (collectively, "**COMPANY IP**"). Unless expressly set forth in **Exhibit A**, HOSPITAL acknowledges and agrees that the COMPANY IP will not be "work product" or "work made for hire" under this Agreement and remains the sole property of COMPANY.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
- K. HOSPITAL acknowledges that COMPANY will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to COMPANY by HOSPITAL in performing its obligations under this Agreement.
- L. COMPANY may perform the services from the HOSPITAL locations approved by HOSPITAL and remote locations (including from their home locations) in accordance with COMPANY's remote working and work from home practices.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Don Barnwell, telephone number (702) 383-7840 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. HOSPITAL is responsible for performing the HOSPITAL responsibilities set forth in this Agreement (the "HOSPITAL Responsibilities"). The HOSPITAL Responsibilities include (A) complying with the requirements set forth in Exhibit A and this Section VII; (B) performing its obligations related to implementation of the services; (C) obtaining consent from third parties necessary for COMPANY to provide services; and (D) providing time-sensitive approvals and decisions. HOSPITAL is responsible for its receipt and use of the services and will substantiate that the scope of each of the services meets HOSPITAL's operational, technical and other requirements.
- F. COMPANY's delay in performing or failure to perform its obligations will be excused to the extent such delay or failure is caused by: (A) HOSPITAL's failure or delay in performing any HOSPITAL Responsibilities; (B) any actual or alleged infringement of the proprietary rights or information of a third party by HOSPITAL; or (C) HOSPITAL's or its agents, brokers or contractors tortious acts or omissions, intentional misconduct, fraud or violation of law.
- G. HOSPITAL will obtain, maintain and comply with all licenses, consents, permits, approvals and authorizations that are authorizations to perform its obligations under this Agreement and allow COMPANY to perform the services for its benefit, including those necessary to allow COMPANY to access and use HOSPITAL's owned and leased assets and any software, services, documentation or other tools subject to third-party contracts and those necessary to share HOSPITAL data, including PHI (as defined below), with COMPANY in compliance with HIPAA (as defined below) and other applicable laws.
- H. Notwithstanding the authority granted to COMPANY under this Agreement, HOSPITAL shall retain the authority to direct the medical and ethical aspects of HOSPITAL's medical practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such individuals practice. HOSPITAL and its licensed professionals shall exercise independent professional medical judgment as it relates to the practice of medicine with its patients. COMPANY shall not exercise any control over matters related to the practice of medicine or professional medical judgment and nothing in this Agreement is intended or shall be construed to allow COMPANY to exercise control, influence, or direction over the manner or method by which HOSPITAL or its licensed professionals exercise professional medical judgment. The rendering of all medical services and the practice of medicine shall be the sole responsibility of HOSPITAL and its licensed professionals, and COMPANY shall not interfere in any manner or to any extent therewith.

SECTION VIII: TIME SCHEDULE

- A. [REDACTED].
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The

revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. [Reserved]

B. Termination

1. Termination for Cause

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

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

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

2. Termination for Convenience

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

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon termination or expiration of this Agreement, COMPANY shall promptly discontinue all services affected and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and, upon request from the other Party, shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL and the requirements in subsection 2(b) of this Section IX shall apply.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

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

5. Neither Party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within

COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Hummingbird Healthcare, Inc.
Attn: Legal Dept.
1825 Ponce De Leon Blvd #805
Coral Gables, FL 33134

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. During the term of this Agreement and upon at least 60 days' prior written notice from HOSPITAL but no more frequently than once annually, COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The Parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

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

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the Parties relating to the subject matter hereof. This Agreement supersedes all prior

understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Using the same degree of care the COMPANY ordinarily uses with respect to its own confidential information, but in no event less than reasonable care, HOSPITAL will hold in strict confidence all non-public, confidential or proprietary information of COMPANY disclosed or made available to HOSPITAL. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the Parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**. COMPANY may use HOSPITAL's data to create anonymized or de-identified HOSPITAL data (the "De-Identified Data Set") for purposes of aggregating data and preparing reports and statistics regarding use and functioning of the services by COMPANY's various customers, improving any COMPANY materials, creating new COMPANY solutions to serve industry needs, and conducting research and analysis related to the services, which may be distributed to its customers and potential customers, so long as COMPANY maintains the confidentiality of the HOSPITAL data, including any PHI, and HOSPITAL's identity in accordance with this Agreement. COMPANY will use the HOSPITAL data, including the De-Identified Data Set, in accordance with all applicable laws, including 45 CFR §164.514.. Notwithstanding the foregoing, COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent

to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

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

M. Gratuities

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

N. Immigration Reform and Control Act

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

O. Indemnity; Limitation of Liability

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

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

2. [REDACTED]

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Publicity

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

T. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

U. Survival of Terms.

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

V. Travel Policy.

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

W. Waiver: Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____ DATE
MASON VAN HOUWELING
Chief Executive Officer

COMPANY:

HUMMINGBIRD HEALTHCARE, INC.

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

**EXHIBIT A
EPIC SUPPORT
SCOPE OF WORK**

1. Executive Summary

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

2. Approach & Staffing Model

2.1. Engagement Model

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

2.2. Roles & Responsibilities

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

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

2.3. Defined Application Support: Applications & Estimated Staffing

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

3. Hours of Operation & Holidays

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

4. Service Outputs & SLA Reporting Obligations

4.1 Revenue Cycle Application Scope

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

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

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

4.2 Clinical Application Scope

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

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

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3. Monthly Reporting

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

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

4.4. Service Level Agreements (SLAs) Reporting

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

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

	substantial, but manageable within existing patient care guidelines, business continuity processes, and/or financial frameworks.	
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SLA measurement shall exclude delays attributable to factors outside COMPANY's reasonable control, including delays caused by HOSPITAL dependencies, third-party vendors, Epic release timing, or required approvals. For purposes of this Section, "resolution" may include the implementation of a reasonable workaround or mitigation agreed upon by the Parties.

5. Timeline

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

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

6. Scope Exclusions

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

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

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

7. Fees & Payment Terms

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

[REDACTED]

7.1 Fee Table

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

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

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

7.2 Payment Terms

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

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

7.3 Travel Expenses

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

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

8. System Access and Data

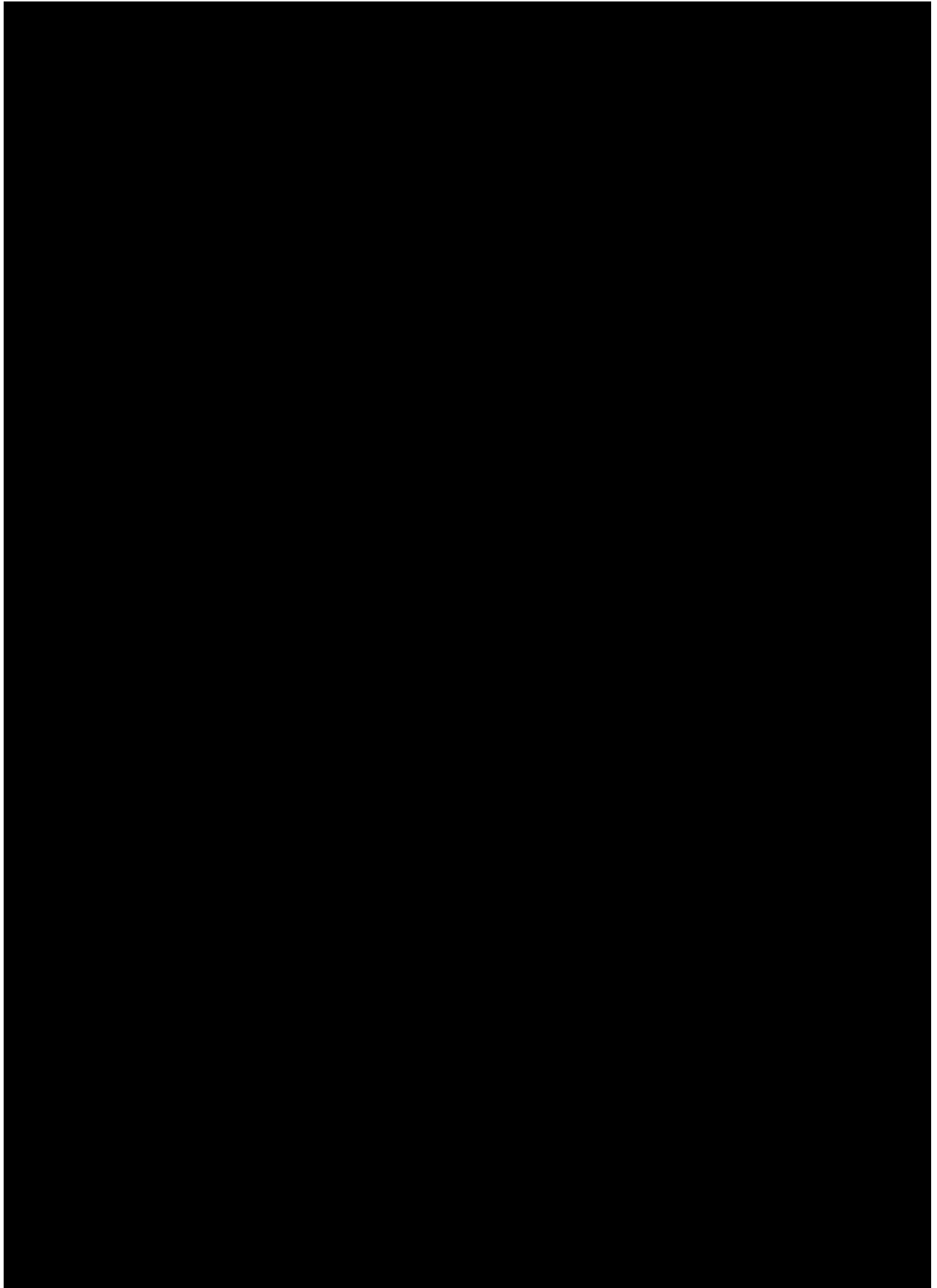
HOSPITAL shall provide COMPANY personnel with role-appropriate secure remote access as follows:

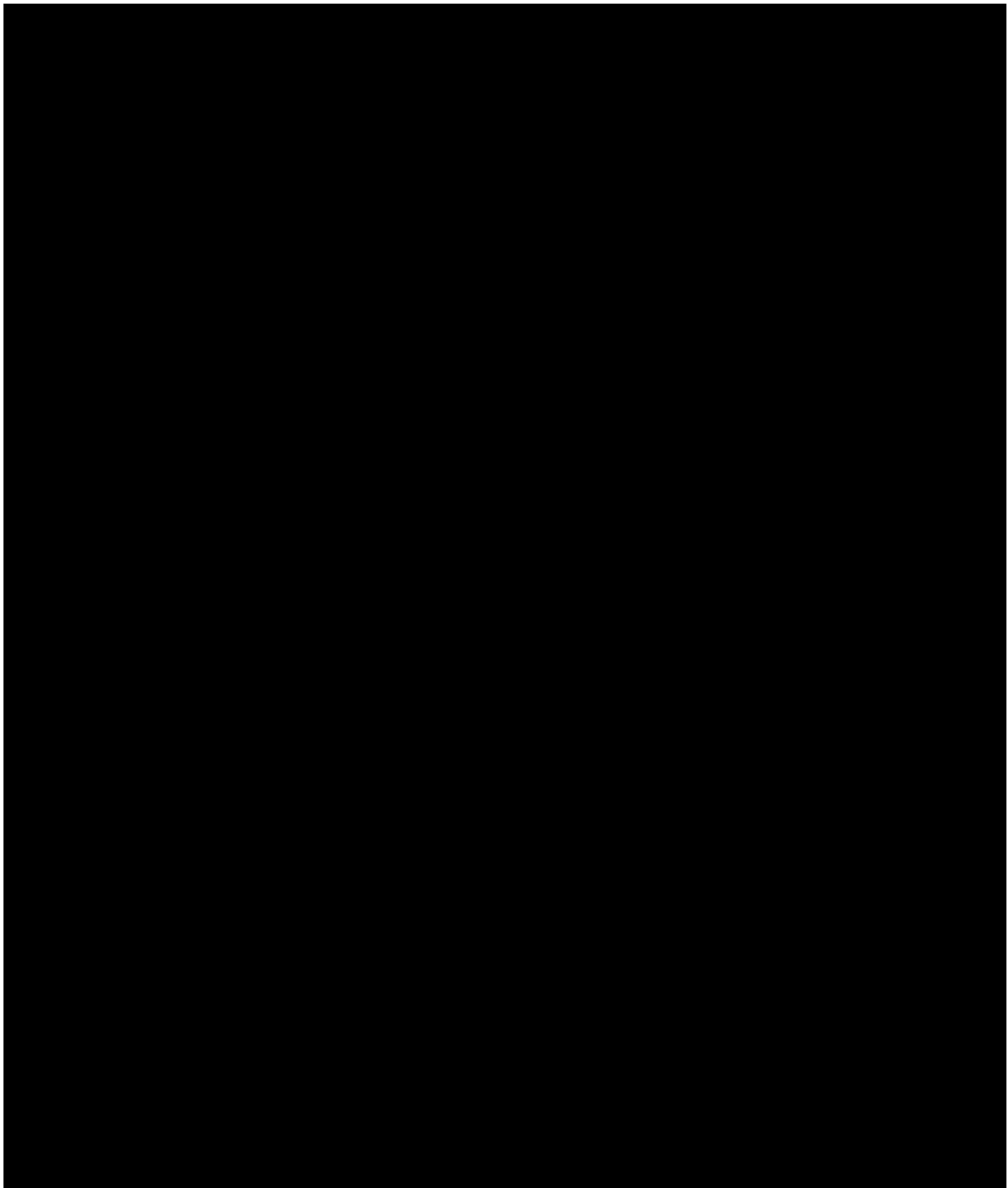
8.1. Epic System Access.

[REDACTED]

8.2. Epic Application Requirements.

[REDACTED]





9. RACI Matrix Definitions.

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

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

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



10. Other Responsibilities

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

**EXHIBIT B
EPIC SUPPORT
INSURANCE REQUIREMENTS**

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement upon request after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed [REDACTED].
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than [REDACTED].
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than [REDACTED] aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **[Reserved]**
- L. **Cybersecurity Liability**: COMPANY shall maintain cybersecurity liability insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against risks arising from data breaches, privacy violations, network security failures, and cyber-attacks that may result in financial loss or legal liability.
- M. **Technology Errors and Omissions Liability**: COMPANY shall maintain technology errors and omissions insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against claims resulting from professional services, product failures, or technical mistakes related to software, hardware, and technology services provided under this Agreement.
- N. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- O. **[Reserved]**
- P. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

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

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

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

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

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)

(A) Policy Number

(B) Policy Effective Date

(C) Policy Expiration Date

[REDACTED]

5. Automobile Liability (Any Auto)

(J) Policy Number

(K) Policy Effective Date

(L) Policy Expiration Date

[REDACTED]

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

7. Professional Liability

(N) Policy Number

(O) Policy Effective Date

(P) Policy Expiration Date

[REDACTED]

8. Description: EPIC SUPPORT (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

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

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

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

3. COMPANY'S BEST KEY RATING

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS			
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D)	1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E)	50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F)	5,000	
							PERSONAL & ADV INJURY	\$(G)	1,000,000	
							GENERAL AGGREGATE	\$(H)	2,000,000	
							PRODUCTS - COMP/OP AGG	\$(I)	2,000,000	
							DEDUCTIBLE MAXIMUM	\$	25,000	
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/> HIRED AUTOS							\$		
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$	25,000	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	X		(N)	(O)	(P)	WC STATUTORY LIMITS	OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						Y/N	<input type="checkbox"/>	E.L. EACH ACCIDENT	\$
								E.L. DISEASE - E.A. EMPLOYEE	\$	
								E.L. DISEASE - POLICY LIMIT	\$	
7.	PROFESSIONAL LIABILITY			(R)	(S)	(T)	AGGREGATE	\$(Q)	1,000,000	
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U)	300,000	

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

EPIC SUPPORT

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

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: EPIC SUPPORT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the date of the last signature set forth below, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Hummingbird Healthcare**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

VI. COVERED ENTITY REQUESTS AND OBLIGATIONS

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

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

(b) Covered Entity agrees to:

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

VII. TERMINATION

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

[REDACTED]

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written notification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

[Redacted text block]

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

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

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

COVERED ENTITY:

By: _____
Mason Van Houweling

Title: Chief Executive Officer

Date: _____

BUSINESS ASSOCIATE:

Signed by:
By: Raychel Haberer
Raychel Haberer

Title: President

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

EXHIBIT E TRAVEL POLICY

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

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

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

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

Parking: Airport parking (Economy Lot only)

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

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

Rental Vehicles:

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

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

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

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

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

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

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

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

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
EPIC STRATEGIC PROJECTS**

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

AGREEMENT FOR EPIC STRATEGIC PROJECTS

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL" or "Customer"), and HUMMINGBIRD HEALTHCARE, INC., a Delaware corporation with its principal place of business at 1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134 (hereinafter referred to as "COMPANY" or "Hummingbird"), for Epic Strategic Projects (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY are collectively referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

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

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

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

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$4,350,000.00. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within [REDACTED] calendar days after receipt of an accurate invoice.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within 10 business days of the date of the invoice

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

4. In the event of a dispute regarding any invoice submitted by COMPANY, HOSPITAL shall notify COMPANY within 15 days of the invoice date. HOSPITAL shall provide COMPANY the basis of the dispute within 10 business days of such notification (“**Dispute Notice**”). If HOSPITAL disputes any amounts set forth on an invoice, HOSPITAL will pay the undisputed amounts in accordance with this Section II. If invoiced amounts are determined to be outstanding upon resolution of the dispute, HOSPITAL will pay the remaining portions promptly following dispute resolution and in no event later than 30 days after dispute resolution.
5. If at any point HOSPITAL’s unpaid account balance is more than [REDACTED] days overdue ([REDACTED] [REDACTED]) on (A) any invoice that is not disputed in good faith, or (B) any disputed amounts for which HOSPITAL waived its right to dispute, COMPANY shall have the right (1) to immediately suspend any or all services under the applicable SOW, until such time as the unpaid and overdue balance is paid in full;
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after [REDACTED] from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL’s Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL’s financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL’s obligations under it shall be extinguished at the end of any of HOSPITAL’s fiscal years in which HOSPITAL’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL’s total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL’s purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by mutual written agreement of the Parties, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY’s cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly; provided, however, that scope changes to Flexible Staffing services that remain within the applicable annual fee cap may be approved in accordance with Section 2.4 of Exhibit A and shall not require a formal amendment or change order. .

Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL and the mutual written agreement of the Parties; provided that Flexible Staffing services approved in accordance with Section 2.4 of Exhibit A and within the applicable annual fee cap may be authorized by written confirmation between the Parties

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager or their designee. Should the Manager be unable to complete his or her responsibility for any reason, COMPANY shall make commercially reasonable efforts to make a required replacement within fifteen (15) days. COMPANY shall provide written notice to HOSPITAL of any such replacement.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies that are provided to COMPANY in writing as followed by HOSPITAL's on-site staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies to COMPANY, including all amended policies. For clarification purposes, COMPANY's personnel not working from HOSPITAL's facilities will not be required to comply with compliance policies solely applicable to employees working from HOSPITAL's facilities. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not knowingly produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- Except as may be set forth in **Exhibit A**, COMPANY or its licensors (as applicable) are and will remain the sole and exclusive owners of all right, title, and interest in the pre-existing materials associated with the Services (e.g., documents, know-how, software, templates, work flows), all modifications, adaptations, and derivatives of such materials, and any intellectual property rights associated with the Services (whether registered or unregistered, anywhere in the world) (collectively, "**COMPANY IP**"). Unless expressly set forth in **Exhibit A**, HOSPITAL acknowledges and agrees that the COMPANY IP will not be "work product" or "work made for hire" under this Agreement and remains the sole property of COMPANY.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
- K. HOSPITAL acknowledges that COMPANY will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to COMPANY by HOSPITAL in performing its obligations under this Agreement.
- L. COMPANY may perform the services from the HOSPITAL locations approved by HOSPITAL and remote locations (including from their home locations) in accordance with COMPANY's remote working and work from home practices.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or

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

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Don Barnwell, telephone number (702) 383-7840 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. HOSPITAL is responsible for performing the HOSPITAL responsibilities set forth in this Agreement (the "HOSPITAL Responsibilities"). The HOSPITAL Responsibilities include (A) complying with the requirements set forth in Exhibit A and this Section VII; (B) performing its obligations related to implementation of the services; (C) obtaining consent from third parties necessary for COMPANY to provide services; and (D) providing time-sensitive approvals and decisions. HOSPITAL is responsible for its receipt and use of the services and will substantiate that the scope of each of the services meets HOSPITAL's operational, technical and other requirements.
- F. COMPANY's delay in performing or failure to perform its obligations will be excused to the extent such delay or failure is caused by: (A) HOSPITAL's failure or delay in performing any HOSPITAL Responsibilities; (B) any actual or alleged infringement of the proprietary rights or information of a third party by HOSPITAL; or (C) HOSPITAL's or its agents, brokers or contractors tortious acts or omissions, intentional misconduct, fraud or violation of law.
- G. HOSPITAL will obtain, maintain and comply with all licenses, consents, permits, approvals and authorizations that are authorizations to perform its obligations under this Agreement and allow COMPANY to perform the services for its benefit, including those necessary to allow COMPANY to access and use HOSPITAL's owned and leased assets and any software, services, documentation or other tools subject to third-party contracts and those necessary to share HOSPITAL data, including PHI (as defined below), with COMPANY in compliance with HIPAA (as defined below) and other applicable laws.
- H. Notwithstanding the authority granted to COMPANY under this Agreement, HOSPITAL shall retain the authority to direct the medical and ethical aspects of HOSPITAL's medical practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such individuals practice. HOSPITAL and its licensed professionals shall exercise independent professional medical judgment as it relates to the practice of medicine with its patients. COMPANY shall not exercise any control over matters related to the practice of medicine or professional medical judgment and nothing in this Agreement is intended or shall be construed to allow COMPANY to exercise control, influence, or direction over the manner or method by which HOSPITAL or its licensed professionals exercise professional medical judgment. The rendering of all medical services and the practice of medicine shall be the sole responsibility of HOSPITAL and its licensed professionals, and COMPANY shall not interfere in any manner or to any extent therewith.

SECTION VIII: TIME SCHEDULE

- A. [REDACTED]
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall

notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. [Reserved]

B. Termination

1. Termination for Cause

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

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

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

2. Termination for Convenience

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

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
 - b. Upon termination or expiration of this Agreement, COMPANY shall promptly discontinue all services affected and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and, upon request from the other Party, shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
 - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL and the requirements in subsection 2(b) of this Section IX shall apply.
 - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
 5. Neither Party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of COMPANY's

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Hummingbird Healthcare, Inc.
Attn: Legal Dept.
1825 Ponce De Leon Blvd #805
Coral Gables, FL 33134

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. During the term of this Agreement and upon at least 60 days' prior written notice from HOSPITAL but no more frequently than once annually, COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The Parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

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

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the

sole and entire agreement between the Parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Using the same degree of care the COMPANY ordinarily uses with respect to its own confidential information, but in no event less than reasonable care, HOSPITAL will hold in strict confidence all non-public, confidential or proprietary information of COMPANY disclosed or made available to HOSPITAL. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the Parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**. COMPANY may use HOSPITAL's data to create anonymized or de-identified HOSPITAL data (the "De-Identified Data Set") for purposes of aggregating data and preparing reports and statistics regarding use and functioning of the services by COMPANY's various customers, improving any COMPANY materials, creating new COMPANY solutions to serve industry needs, and conducting research and analysis related to the services, which may be distributed to its customers and potential customers, so long as COMPANY maintains the confidentiality of the HOSPITAL data, including any PHI, and HOSPITAL's identity in accordance with this Agreement. COMPANY will use the HOSPITAL data, including the De-Identified Data Set, in accordance with all applicable laws, including 45 CFR §164.514. Notwithstanding the foregoing, COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as

defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

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

M. Gratuities

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

N. Immigration Reform and Control Act

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

O. Indemnity; Limitation of Liability

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

[REDACTED]

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

2.

1. [REDACTED]

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Publicity

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

T. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

U. Survival of Terms.

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

V. Travel Policy.

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

W. Waiver: Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____ DATE
MASON VAN HOUWELING
Chief Executive Officer

COMPANY:

HUMMINGBIRD HEALTHCARE, INC.

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

EXHIBIT A EPIC STRATEGIC PROJECTS SCOPE OF WORK

Executive Summary

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

Approach and Timeline

2.1 APPROACH

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

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

2.2 TIMELINE

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

Defined Project Requests

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

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

Approval and Execution

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

Fees & Payment Terms

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

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

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

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

Customer Requirements

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

[REDACTED]


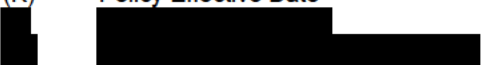

6.3 STAFFING AND SUPPORT

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

**EXHIBIT B
EPIC STRATEGIC PROJECTS
INSURANCE REQUIREMENTS**

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement upon request after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed [REDACTED].
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than [REDACTED].
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than [REDACTED] aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **[Reserved]**
- L. **Cybersecurity Liability**: COMPANY shall maintain cybersecurity liability insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against risks arising from data breaches, privacy violations, network security failures, and cyber-attacks that may result in financial loss or legal liability.
- M. **Technology Errors and Omissions Liability**: COMPANY shall maintain technology errors and omissions insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against claims resulting from professional services, product failures, or technical mistakes related to software, hardware, and technology services provided under this Agreement.
- N. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- O. **[Reserved]**

- P. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- Q. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- R. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.
 - 2. COMPANY's name, complete address, phone and fax numbers.
 - 3. Insurance Company's Best Key Rating
 - 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - 6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
 - 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - 8. Description: EPIC STRATEGIC PROJECTS (must be identified on the initial insurance form and each renewal form).
 - 9. Certificate Holder:
University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
 - 10. Appointed Agent Signature to include license number and issuing state.
 - 11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

3. COMPANY'S BEST KEY RATING

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
							PRODUCTS – COMP/OP AGG \$(I) 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X		(N)	(O)	(P)	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE – E.A. EMPLOYEE \$
							E.L. DISEASE – POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE) \$(U) 300,000

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

EPIC STRATEGIC PROJECTS

9. CERTIFICATE HOLDER

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

CANCELLATION

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

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: EPIC STRATEGIC PROJECTS

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

- **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**
[RESERVED]

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the date of the last signature set forth below, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Hummingbird Healthcare**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

VI. COVERED ENTITY REQUESTS AND OBLIGATIONS

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

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

(b) Covered Entity agrees to:

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

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written notification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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



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

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

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

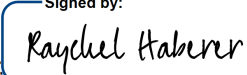
COVERED ENTITY:

By: _____
Mason Van Houweling

Title: Chief Executive Officer

Date: _____

BUSINESS ASSOCIATE:

Signed by:

By: _____
Raychel Haberer

Title: President

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

EXHIBIT E TRAVEL POLICY

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

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

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

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

Parking: Airport parking (Economy Lot only)

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

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

Rental Vehicles:

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

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

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

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

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

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

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

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

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
XX Clark County Nevada Employees 1 (One)						
Corporate/Business Entity Name: Hummingbird Healthcare, Inc.						
(Include d.b.a., if applicable)						
Street Address: 1825 Ponce de Leon #805			Website: https://hummingbird.healthcare			
City, State and Zip Code: Coral Gables, FL 33134			POC Name: Brie Quigley Email: brie@hummingbird.healthcare			
Telephone No: N/A			Fax No: N/A			
Nevada Local Street Address: (If different from above) N/A			Website: N/A			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name: Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jeremy Schwach	Chief Executive Officer	15%

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

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

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

Alison R. Fetach

Signature

Alison Fetsch

Print Name

Chief Financial Officer

Title

March 10, 2026

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

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

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

This Lease Agreement was reviewed by the Governing Board Audit and Finance Committee at its March 18, 2026, meeting and recommended for approval by the Board of Hospital Trustees.

Cleared for Agenda
March 25, 2026

Agenda Item #

11

LEASE AGREEMENT

BY AND BETWEEN

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

AND

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

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LEASE AGREEMENT

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

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

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

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

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

1 - BASIC LEASE TERMS

1.1 Basic Lease Provisions and Enumeration of Exhibits:

a. **Date** _____, 2026.

b. **Landlord**

Nevada Health and Bioscience Asset Corporation (“NHBC”)

c. **Notice Address of Landlord**

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

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

d. Tenant (including form of entity)

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

e. Notice Address of Tenant

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

f. Tenant’s Trade Name

University Medical Center; UMC;

g. Leased Premises

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

h. Lease Term and Renewal Option(s)

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

i. Lease Commencement Date

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

j. Monthly Rent Commencement Date.

Same as the Lease Commencement Date.

k. Landlord Work Cost.

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

l. Monthly Rent

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

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

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

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

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

m. Renewal Term Rents

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

n. Permitted Uses

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

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

o. Exclusive Use

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

p. Security Deposit

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

q. Guarantor

None.

r. Address of Guarantor

N/A.

s. Tenant’s Broker

None.

t. Landlord’s Broker

None.

u. Tenant’s Minimum Operating Hours

As determined by Tenant.

v. Signage

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

w. Tenant’s Budgetary Limits and Fiscal Fund Out

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

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

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

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

x. Parking

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

1.2 Significance of Basic Lease Provisions:

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

1.3 Enumeration of Exhibits:

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

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

2 - PREMISES

2.1 Site Plan:

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

2.2 Premises and Demise:

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

3 - TERM-LANDLORD AND TENANT'S WORK

Lease Term:

3.1 Lease Commencement Date and Monthly Rent Commencement Date.

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

3.2 Renewal Option(s)

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

Landlord's and Tenant's Work:

3.3 Landlord's Work

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

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

3.4 Tenant’s Work

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

4 - RENT

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

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

4.1 Monthly Rent

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

4.2 Application of Rent

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

4.3 Tenant Responsibility for Operating Expenses:

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

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

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

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

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

5 - USE

5.1 Permitted Uses:

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

5.2 Compliance with Laws:

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

6 - UTILITIES

6.1 Tenant's Obligation:

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

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

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

6.2 Landlord's Warranties and Representations:

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

7 - LICENSES AND TAXES

7.1 Tenant's Obligation:

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

8 - ALTERATIONS

8.1 Alterations by Tenant:

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

8.2 Required Alterations:

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

9 - MAINTENANCE OF PREMISES

9.1 Maintenance and Repair by Tenant:

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

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

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

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

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

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

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

Landlord's Maintenance Representative and contact information is:

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

9.2 Failure to Maintain:

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

9.3 Landlord Obligations:

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

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

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

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

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

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

10 - LIENS AND ENCUMBRANCES

10.1 Liens:

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

10.2 Encumbrances:

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

11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

11.1 Assignment, Mortgaging, or Sublease:

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

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

12 - INSURANCE AND INDEMNITY

12.1 Indemnification:

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

12.2 Tenant's Insurance:

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

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

13 - EMINENT DOMAIN

13.1 Total Taking:

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

13.2 Partial Taking:

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

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

13.3 Damages:

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

14 - DEFAULT BY TENANT

14.1 Default by Tenant:

a. Tenant Default

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

b. Landlord Rights

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

15 - DEFAULT BY LANDLORD

15.1 Default by Landlord:

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

16 - RECONSTRUCTION

16.1 Reconstruction-Insured Loss:

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

16.2 Uninsured Loss:

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

16.3 Partial Destruction:

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

17 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

17.1 Subordination - Notice to Mortgagee:

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

17.2 Tenant's Certificate:

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

17.3 Mortgagee Protection Clause:

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

18 - ACCESS BY LANDLORD

18.1 Right of Entry:

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

19 - SURRENDER OR ABANDONMENT OF PREMISES

19.1 Surrender of Possession:

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

19.2 Holding Over:

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

20 - QUIET ENJOYMENT

20.1 Landlord's Covenant:

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

21 - MISCELLANEOUS

21.1 Successors or Assigns:

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

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

21.2 Tenant Defined:

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

21.3 Broker's Commission; Agency Disclosure:

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

21.4 Partial Invalidity:

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

21.5 Recording:

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

21.6 Notices:

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

21.7 Marginal Headings:

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

21.8 Time:

Time is of the essence of this Lease.

21.9 Choice of Law/Venue:

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

21.10 Tenant and Tenant’s Employees Parking:

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

21.11 Hazardous Substances:

a. Presence and Use of Hazardous Substances.

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

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

b. Survival

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

21.12 Covenants, Conditions and Restrictions:

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

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

21.13 Non-Discrimination Clause:

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

21.14 Voluntary Programs:

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

21.15 Prior Agreements:

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

21.16 Tenant Improvements/Equipment

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

21.17 Acceptance and Date of Lease:

a. Acceptance

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

b. Date of Lease

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

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

LANDLORD:

TENANT:

NEVADA HEALTH & BIOSCIENCE CORP.

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By: _____

By: _____
Mason Van Houweling, CEO

EXHIBIT "A"
SITE PLAN
(See Attached)

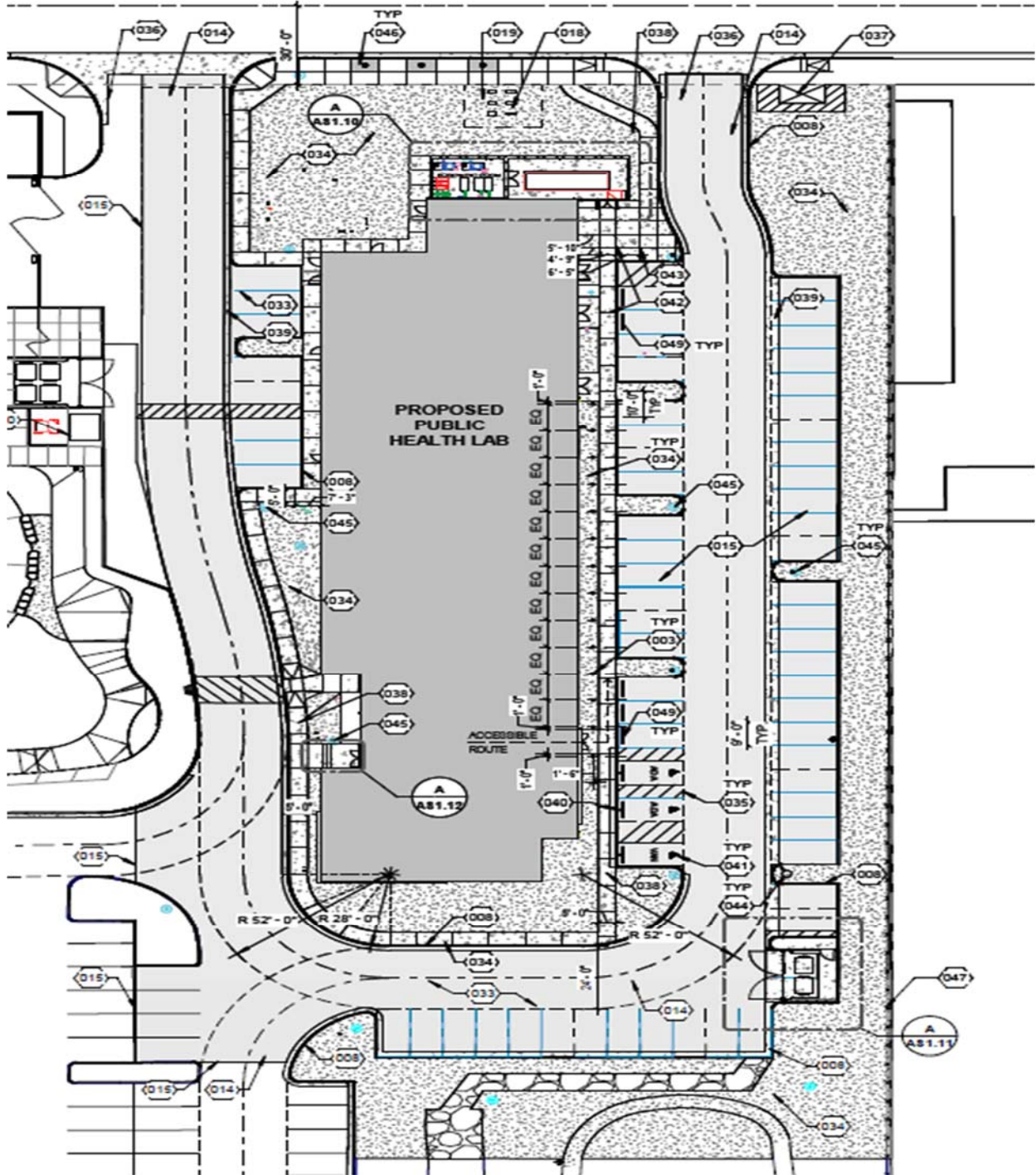


EXHIBIT "B"
LANDLORD'S WORK

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

GENERAL NOTES

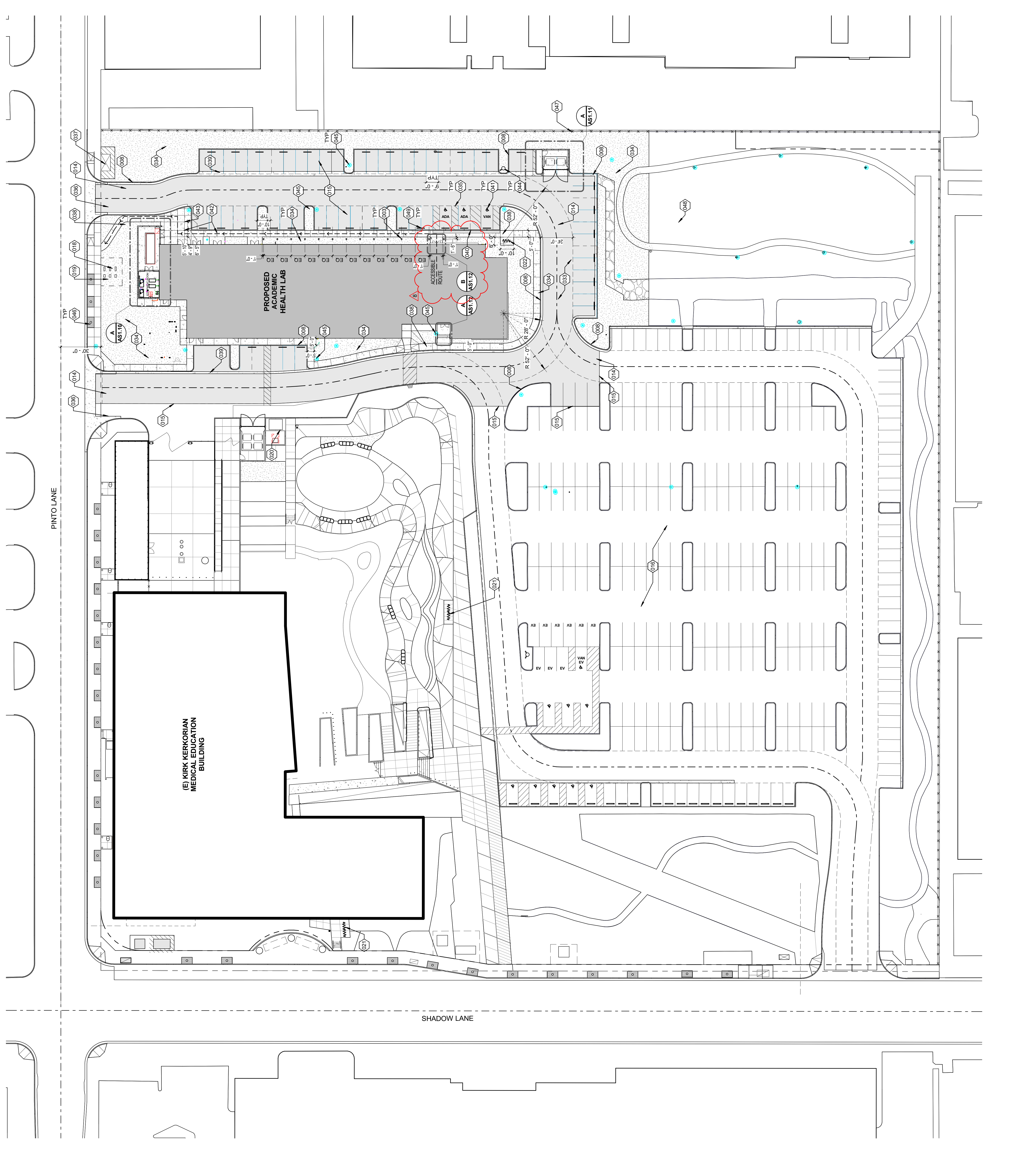
- A. SITE INFORMATION ON ARCHITECTURAL SITE PLAN IS COMPLEMENTARY TO ALL OTHER DISCIPLINES INCLUDING CIVIL PLANS. DUPLICATION OF INFORMATION IS NOT INTENDED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK SHOWN OR REQUIRED BY ARCHITECTURAL, CIVIL, AND ELECTRICAL DRAWINGS.
- B. REFER TO CIVIL DRAWINGS FOR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

LEGEND

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

KEYNOTES

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



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

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	05/12/2025	AS	AS
2	REVISED PER COMMENTS	05/12/2025	AS	AS
3	REVISED PER COMMENTS	05/12/2025	AS	AS
4	REVISED PER COMMENTS	05/12/2025	AS	AS
5	REVISED PER COMMENTS	05/12/2025	AS	AS
6	REVISED PER COMMENTS	05/12/2025	AS	AS
7	REVISED PER COMMENTS	05/12/2025	AS	AS
8	REVISED PER COMMENTS	05/12/2025	AS	AS
9	REVISED PER COMMENTS	05/12/2025	AS	AS
10	REVISED PER COMMENTS	05/12/2025	AS	AS

DRAWING ISSUE LOG:

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

DATE: 05/12/2025
 JOB NO: 24-015
 FILE NAME:
 DO NOT SCALE DRAWINGS
 SHEET NO: **AS1.02**

ARCHITECTURAL OVERALL SITE PLAN
 SCALE: 1" = 30'-0"
 NORTH

KEYNOTES

- 401 ROOF ASSEMBLY TYPE (A) SEE DETAIL 1/104.11 AND REFER TO SPECIFICATIONS
- 402 ROOF DRAIN AND OVERFLOW DRAIN SUMP PIT REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAILS 2/44.11 AND 7/44.11
- 403 ROOF CRICKET, TAPERED INSULATION IN MATERIAL, THICKNESS, AND ATTACHMENTS IN MECHANICAL EXHAUST. SEE DETAILS 2/44.11 AND 3/44.11
- 404 INSTALL BLACK ROOF WALK PADS TO SELLER STREET ADDRESS NUMBER ONLY OVER ROOF ORIENTE NUMBERS SUCH THAT THE BOTTOM FACES THE STREET OF ADDRESS. CUT MATERIAL TO FIT. LEAVE 1/2" BETWEEN NUMBERS.
- 405 MECHANICAL DUCTWORK DOG HOUSE - METAL STUD FRAMING WITH EXTERIOR EFS FINISH. PROVIDE 1/2" RIGID INSULATION AND GYPSUM BOARD FINISH ON INTERIOR SIDE. ROOF WALKOFF PADS TO BE INSTALLED UNDER DOG HOUSE.
- 406 MECHANICAL EXHAUST. REFER TO MECHANICAL DRAWINGS FOR MORE INFORMATION. SEE DETAIL 6/44.11
- 407 MECHANICAL EXHAUST. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAIL 6/44.11
- 408 ROOF TOP MECHANICAL UNITS AND EQUIPMENT. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 409 ROOF TOP MECHANICAL UNITS AND EQUIPMENT. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION. SEE DETAIL 1/104.11
- 410 ROOF BASE FLASHING AT PARAPET WALL. SEE DETAIL 1/104.11
- 411 PIPE PENETRATION. SEE DETAILS 2/44.11 AND 3/44.11
- 412 PERFORATED METAL PANEL MECHANICAL SCREEN. REFER TO DETAIL 1/104.11

LEGEND

- ROOF ASSEMBLY (ROOF TYPE A) SEE DETAIL 1/104.11 AND REFER TO SPECIFICATIONS
- ROOF CRICKET
- ROOF WALKOFF PADS

GENERAL NOTES

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

NO.	DESCRIPTION	DATE	BY	CHKD.

CARPENTER SELLERS DEL GATTO ARCHITECTS
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 (702) 251-8886 - FAX (702) 251-8876 - WWW.CSDARCHITECTURE.COM

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

REV.	DESCRIPTION	DATE	BY	CHKD.

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

A4.01

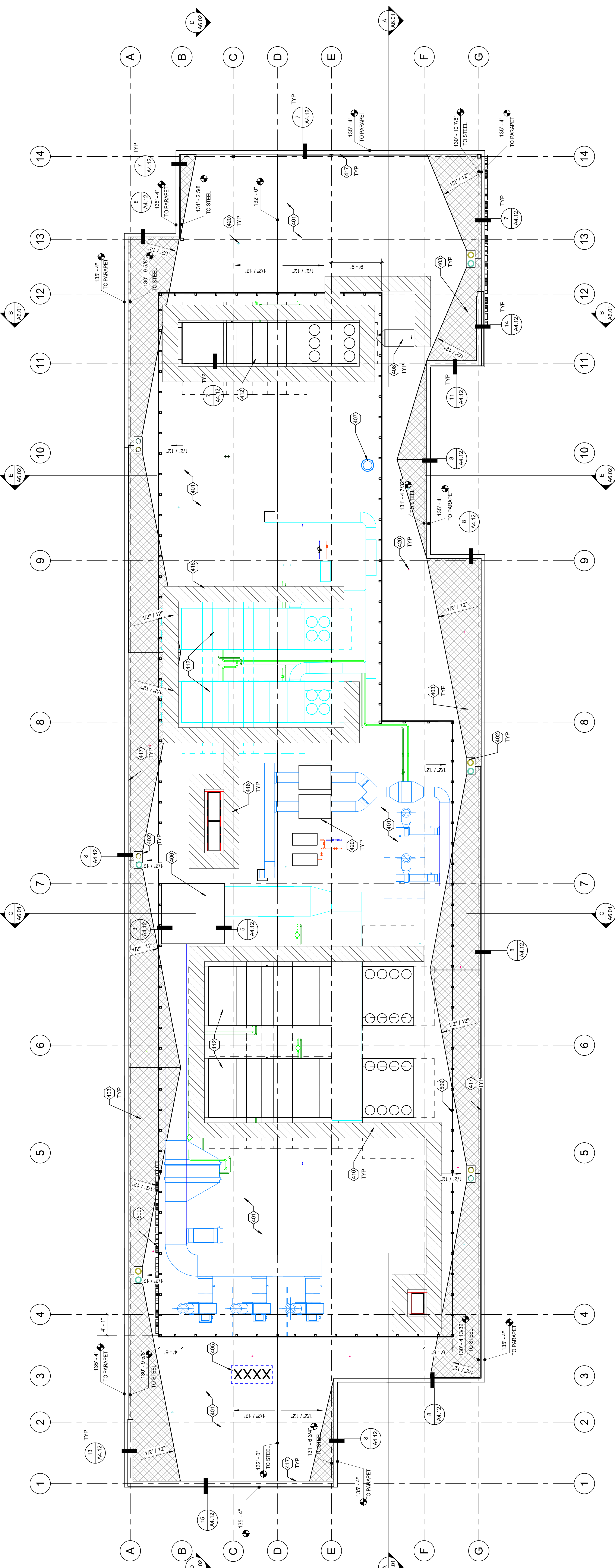


EXHIBIT "C"
CAPITAL RESERVE EXPENDITURES

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

EXHIBIT "D"
PERMITTED USES AND PROGRAM REQUIREMENTS

Essential Programs:

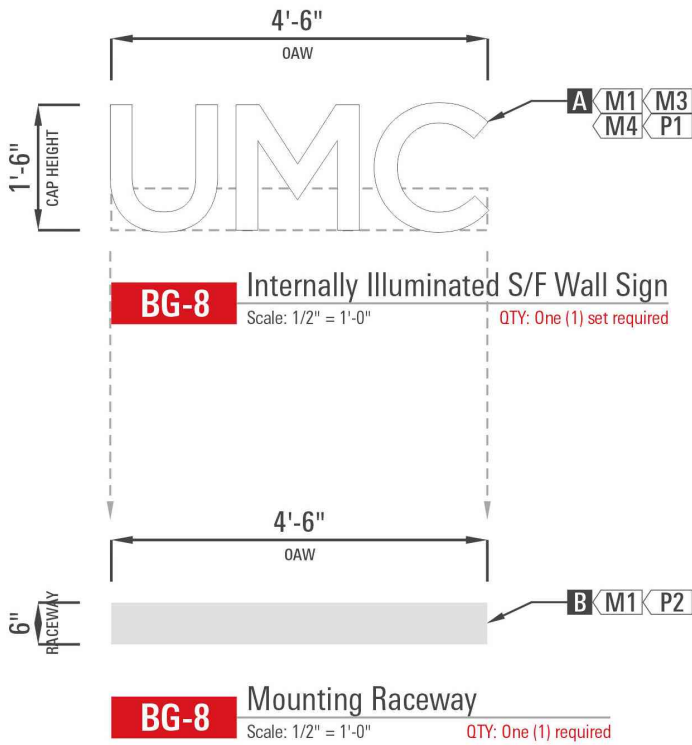
- Molecular testing including Multiple Panel testing
- Microbiology, virology, mycology, including identification and susceptibility
- Histocompatibility/Transplant Lab
- Drug Toxicology Testing
- Genetic testing
- TB testing

Tenant Criteria:

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

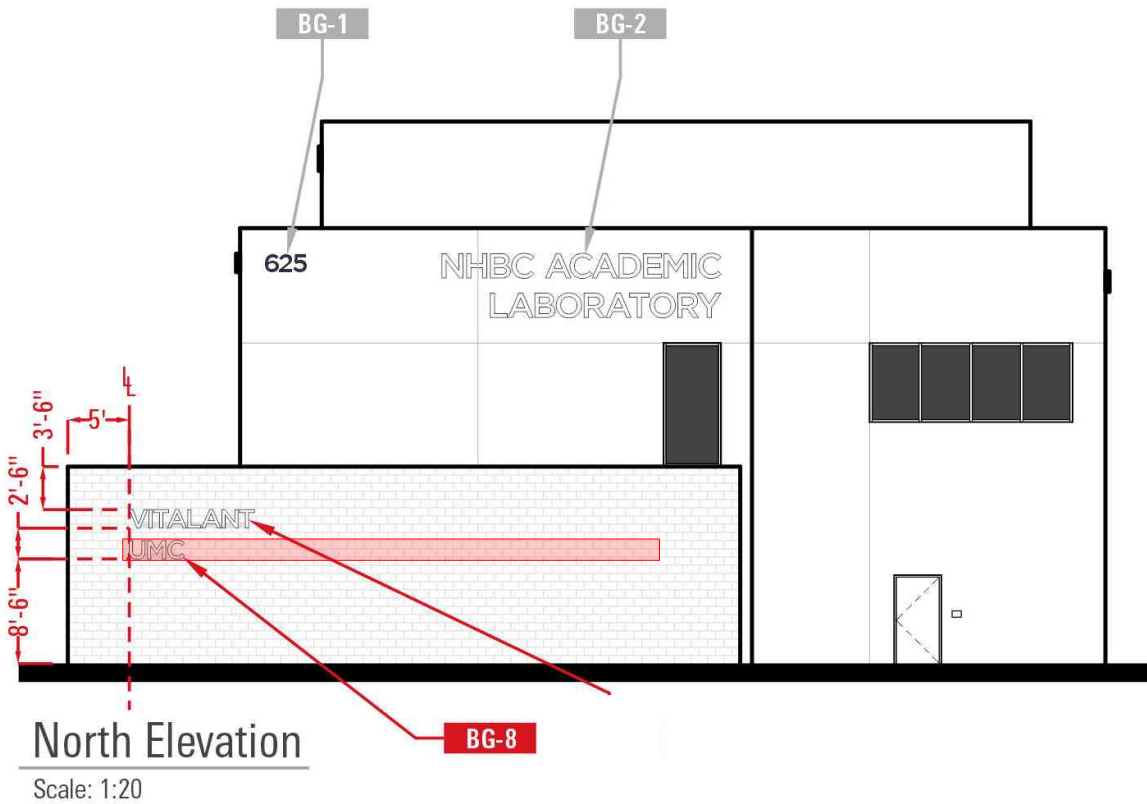
EXHIBIT "E"
TENANT'S PROPOSED SIGNAGE

Signage Exhibit

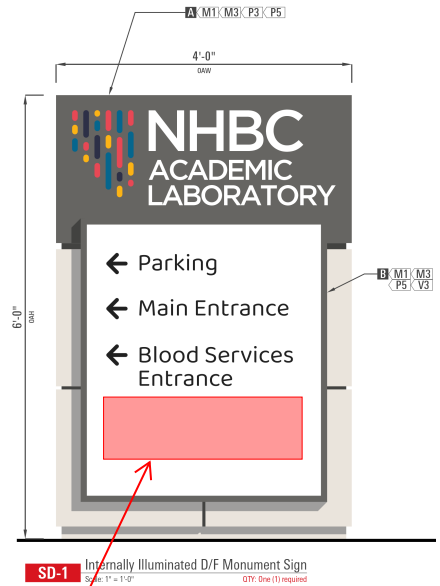
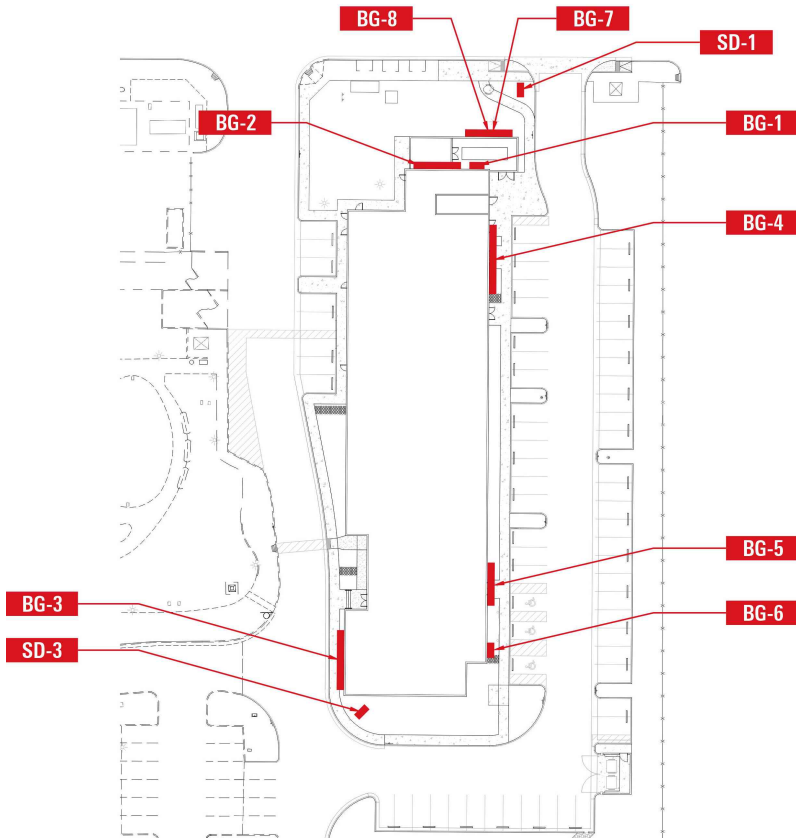


Max. Allowable Signage Area = **66 SF**
(1.5' tall x 44' wide)

*Area in red represents signage area



Signage Exhibit



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

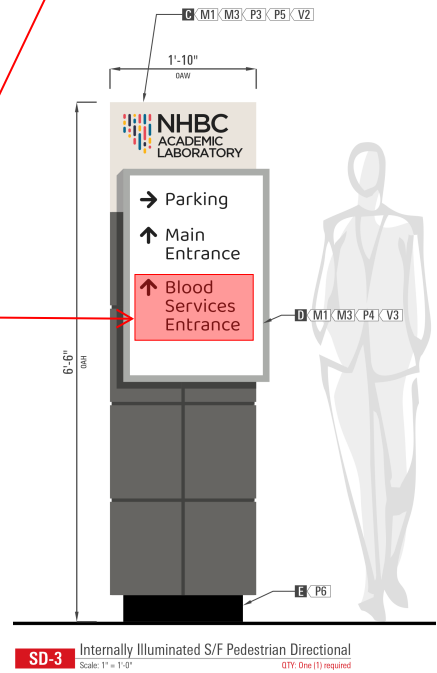


EXHIBIT F
DEMISING PLAN OF PREMISES

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

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

EXHIBIT G
TENANT'S MINIMUM STANDARDS

Maintenance and Operations Day-to-Day Stewardship

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

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

Reporting and Documentation Responsibilities

Report deliverables are due to Landlord annually by September 1.

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

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

6. Annual Report Deliverables

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

7. Incident Reporting

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

Building Security, Access, and Safety Requirements

Building Security

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

Security Cameras

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

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

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

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

Doors and Access Points

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

Access Cards

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

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

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

Access Card Audits

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

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

Doorbells

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

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

Hazardous Materials and Waste Management

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

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

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

Parking and Tenant Responsibility for Vehicles

Parking Use

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

Assigned and Reserved Stalls

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

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

Vehicle Responsibility and Liability

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

Prohibited Actions

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

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

Compliance and Enforcement

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

APPA Level 2 Operations Guideline: Sample Custodial Checklist

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

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

EXHIBIT H
TENANT'S OBLIGATIONS AND LANDLORD'S OBLIGATIONS

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

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

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

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

EXHIBIT "I"

TENANT ESTOPPEL LETTER

_____(Lender) (Purchaser)

Attention:

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

Dear Sirs/Madam:

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

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

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

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

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

TENANT:

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

EXHIBIT "J"

EQUIPMENT THAT LANDLORD MAY PROVIDE AS TENANT IMPROVEMENTS

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

Equipment List

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

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

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

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

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other 501 (c) (3)
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name:		Nevada Health and Bioscience Asset Corporation				
(Include d.b.a., if applicable)		NHBC				
Street Address:		2275 Corporate Circle, Suite 220		Website: https://nevadahbc.org/		
City, State and Zip Code:		Henderson, NV, 89074		POC Name: James C. Waddoups Email: jwaddoups@fabianvancott.com		
Telephone No:		801-323-2242		Fax No: n/a		
Nevada Local Street Address: (If different from above)		1930 Village Center Circle, 3-805		Website: https://nevadahbc.org/		
City, State and Zip Code:		Las Vegas, NV 89134		Local Fax No: n/a		
Local Telephone No:		702-329-0423		Local POC Name: Kimberly Case-Nichols Email: kcase@nhbac.org		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Kris Engelstad</u>	<u>Community Director, Secretary</u>	<u> </u>
<u>Lindy Schumacher</u>	<u>Community Director, Treasurer</u>	<u> </u>
<u>MaryKaye Cashman</u>	<u>Community Director</u>	<u> </u>
<u>Andrew Artusa</u>	<u>Independent Director</u>	<u> </u>
<u>Dr. Anthony Marlon</u>	<u>Independent Director</u>	<u> </u>
<u>Dr. Robert McBeath</u>	<u>Independent Director</u>	<u> </u>
<u>James C. Waddoups</u>	<u>President / Chief Executive Officer</u>	<u> </u>
<u>Kimberly Case-Nichols</u>	<u>Chief Operating Officer</u>	<u> </u>

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Kimberly Case-Nichols

Kimberly Case-Nichols

Signature

Print Name

Chief operating officer

3/12/2026 | 2:25 PM PDT

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Education – Campus for Hoope	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board receive an educational presentation from Kim Jefferies, CEO of Campus for Hope, regarding activities of the nonprofit Campus for Hope in the Las Vegas valley; and take any action deemed appropriate. (<i>For possible action</i>)</p>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will provide an informational presentation regarding the activities of Campus for Hope.



Campus for Hope



Campus for Hope Project Timeline



Assembly Bill 528

State Legislation: Establish a program to provide matching funds to certain qualified projects related to the prevention of homelessness.

Project Selection

Campus for Hope project was approved by the Nevada Office of Economic Development.

Interim Finance Committee

The Interim Finance Committee approved the lease of the 20-acre SNAHMs campus at Charleston and Jones to Campus for Hope.



June
2023



May
2024

Creation

Campus for Hope organization created by founding group, after multiple roundtables with community and service providers.



January
2025



May
2025

Board of Examiners

The Board of Examiners approved the lease of the 20-acre SNAHMs campus at Charleston and Jones to Campus for Hope.



June
2025



View of Campus Entry
Charleston & College Campus Dr.



±25
Acres

±900
Beds

**Campus for Hope is a
transformative
investment**



Campus for Hope

Mission, Vision & Values

Our Mission: Revolutionize support for the unhoused by creating comprehensive and compassionate pathways to achievement.

Our Belief: Each life brings a unique gift to the world, without it, the world is diminished.

Our Pledge: We pledge to stand with every person, helping them reclaim home, hope, and the chance to thrive.

Our Core Values: Honor, Connect, Uplift, Integrate





Part of an integrated solution

EXISTING NONPROFIT PARTNERSHIPS

To increase access to services and avoid duplication, including having their staff physically on campus

LOCAL GOVERNMENT PARTNERSHIPS

Partner with local governments to expand access and services throughout the region via regional navigation centers

HOMELESS RESPONSE & ADJACENT ECOSYSTEMS

Integration with the homeless response and adjacent systems (hospitals/courts/jails/crisis centers/detox/CoC) to create a seamless system of care for client across a broad continuum



Wrap Around Services & Partner Opportunities



Case Management

One-on-one
Guidance

Provided by Campus for Hope



Housing Assistance

Assistance finding
and maintaining
stable housing

Provided by Campus for Hope



Health Care

Medical, dental
and vision support

Provided by Partner Agencies



Mental Health

Counseling, therapy
and behavioral
health care

Provided by Partner Agencies



Job Support

Training, job
placement and
career development

Provided by Partner Agencies



Basic Needs

Clothing, hygiene
supplies and
transportation

Provided by Campus for Hope



Education Support

Help with GED, high
school equivalency
classes and more

Provided by Partner Agencies



Legal Support

Access to legal
aid and advocacy

Provided by Partner Agencies



Family Services

Childcare and
support for parents
and families

Provided by Partner Agencies



And More!

Additional resources
to meet
individual needs

Campus for Hope Client Profiles



Economically Displaced Individuals and Families

Individuals and families who are unable to sustain their housing due to economic reasons (loss of job, loss of loved one, medical event, cost burdened, significant financial event, etc.).



Singles with Low to Moderate Acuity

Individuals who are unable to sustain their housing due to behavioral health or substance use needs who have the ability to be stabilized and make progress towards recovery.



Individuals Exiting or Experience with Adjacent Systems

Individuals who are unable to sustain their housing due to exiting current temporary housing such as through eviction courts, military/veterans, recent involvement with the justice system (with eligible backgrounds) or healthcare.



Individuals and Families Fleeing Domestic Violence

Individuals and families who are unable to sustain their housing due to fleeing a current situation of domestic violence. DV providers remain the preferred placement, but Campus for Hope will serve as overflow.

Campus for Hope Journey

1 Arrival

Incoming residents enter the campus seeking refuge and safety where they are met with compassion and respect. It marks the beginning of the journey toward stability and healing. It's at the moment that hope for their future is reignited.



2 Decompression

After arrival, individuals are given time and space to rest, recover, and feel grounded. This stage offers emotional and physical decompression through a supportive environment designed to reduce stress and begin rebuilding a sense of trust and dignity.



3 Understanding



Secure in the fact that their basic needs are met, participants engage in understanding their circumstances and exploring available services. Through guidance, education, and personal choice, individuals begin connecting to support services, community services, and home space options that align with their goals.



4 Rebuilding



At this stage, individuals actively work toward growth and independence. They participate in programs that build life skills, redefine their purpose in life, strengthen community connections, and prepare them for long-term stability both personally and economically.



5 Graduation

Graduation represents renewal and reintegration. Individuals leave the campus with hope, purpose, and the tools to sustain housing and employment. Empowered by their journey, they are encouraged to "pay it forward". Inspiring others and contributing positively to the broader community.

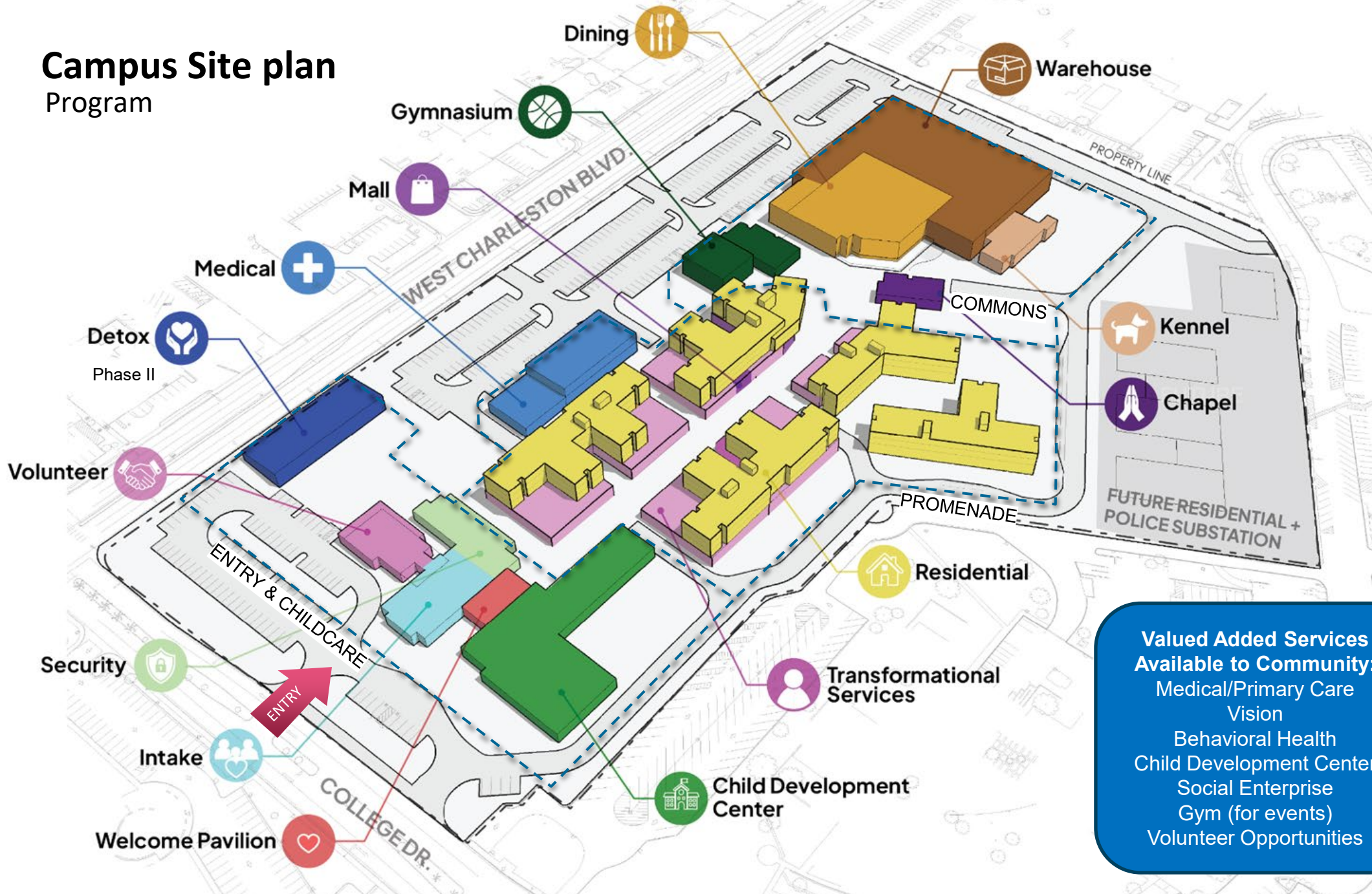


INSPIRE OTHERS?





Campus Site plan Program



Valued Added Services Available to Community:
 Medical/Primary Care
 Vision
 Behavioral Health
 Child Development Center
 Social Enterprise
 Gym (for events)
 Volunteer Opportunities

Special Features on Campus



- Integrated into the Residential Buildings
 - Embedded Case Manager Offices
 - Study Rooms
 - Recreation Room
 - TV/ Lounge Areas
 - Quiet Rooms
 - Kids Playroom
 - Teen Room
 - Young Adults Learning Kitchen
 - Family Private Dining Room
- Mall Area
 - Beauty Salon
 - Barber Shop
 - Bike Shop
 - Clothing, Bedding & Toy Store
 - Snack Bar
- Gym with Fitness Center and Studio
- Post Office
- Dining Hall
 - Microenterprise –Café
 - 2 Private Dining Rooms for Population Separation
- Animal Care Center
 - Kennels
 - Cattery
 - Exotic Pet Area
- Outdoor Spaces
 - Healing Garden
 - Community Garden
 - Welcome Pavillion
 - Promenade
 - Commons Area
 - Pet Walking Path
 - Open park area







Campus for Hope Funding



Founding Donors

\$10,000,000 +
 Boyd Gaming
 Caesars Entertainment
 MGM Resorts
 Stations Casinos
 Wynn Resorts

**\$5,000,000 -
 \$9,999,999**

Aristocrat Gaming
 The Venetian
 VICI Properties

**\$1,000,000 -
 4,999,999**

Everi/IGT
 Hard Rock
 KJS Family Foundation
 Light & Wonder
 San Manuel/Palms
 Phil Satre
 Southern Wine

**\$500,000
 - \$999,999**

Agilysys
 Golden Entertainment
 Las Vegas Raiders
 UFC

**\$100,000
 - \$399,999**

AGEM
 Circa
 Las Vegas Grand
 Prix

Government Partners



- \$200M capital build with \$100 MM matching opportunity from the State of Nevada is available through January 15, 2030
 - \$85.7 MM of \$100MM raised to date totaling \$171.4 MM with State of Nevada matching funds
 - Actively fundraising with 50+ prospective donors
- \$30 MM in annual operating funding provided by our government partners
 - \$15MM combined from local municipalities plus
 - \$15MM in matching funds from the State



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: 2026 Governing Board Action Plan	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board review and discuss the Governing Board 2026 Action Plan, to include an update from Dr. Deborah Kuhls, Chief of Trauma at UMC ; and direct staff accordingly. <i>(For possible action)</i></p>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on trauma and statistics at UMC.

Cleared for Agenda
March 25, 2026

Agenda Item #

13



Nevada's **ONLY** Level I Trauma Center

Deborah Kuhls, MD FACS FCCM MCCM
Chief of Trauma, UMC
Professor of Surgery, Kirk Kerkorian School of
Medicine at UNLV

2025
~14,000 Trauma
and Burn Patients



UMC Trauma Center

Distinct and separate from ED

EM and Trauma Teams

Dedicated Resources

11+ Resuscitation Beds

14 Trauma ICU Beds

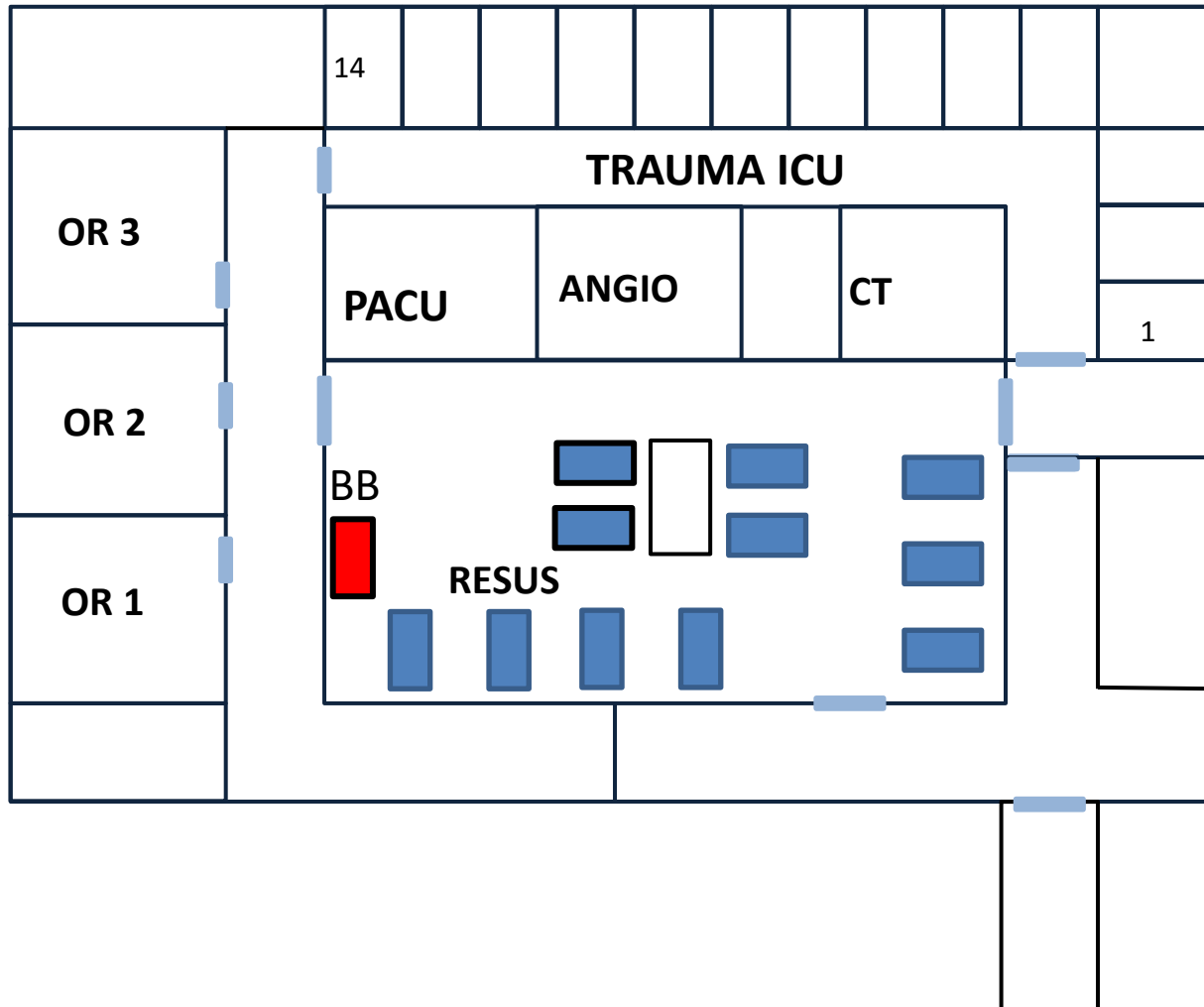
3 Trauma OR's

4 PACU Beds

CT Scanner

Angio Suite

Blood Bank (Satellite)



2025 Adult Benchmarks

Adult Trauma	JAN	FEB	MAR	APR	MAY	JUN	JUL	OCT	NOV	DEC	YTD		
Total # Patients in NTRACS 2021	342	325	406	420	449	407	404	455	434	401	4858		
Total # Patients in NTRACS 2022	413	356	409	383	406	367	412	446	406	375	4799		
Total # Patients in NTRACS 2023	367	306	389	398	422	395	376	447	452	416	4796		
Total # Patients in NTRACS 2024	367	336	400	425	460	381	383	460	397	413	4882		
Total # Patients in NTRACS 2025	392	366	407	445	386	396	388	426	363	349	4735		
UMC's Scale: Over/Undertriage													
Number Over Triaged (Activations discharged from TR)	69	77	85	82	69	85	54						
*Over Triage (%)	18%	21%	21%	18%	18%	21%	14%						
Full Activation Over Triage	16	19	30	26	25	27	23	27	21	25	19	15	273
Intermediate Activation Over Triage	53	58	55	56	44	58	31	52	64	49	52	47	619
Number Under Triaged	11	13	8	9	5	8	12	8	8	13	13	9	117
*Under Triage (%)	3%	4%	2%	2%	1%	2%	3%	2%	2%	3%	4%	3%	2%
# of Full Activations													
# of Full Activations	89	96	98	106	94	98	114	101	113	83	90	67	1149
# of Int Activations	97	101	120	114	111	119	82	102	137	123	113	91	1310
# of Trauma Consults	105	78	89	113	90	73	100	82	75	113	81	98	1097
Males													
Males	245	236	259	280	251	259	251	252	297	259	252	219	3060
Females													
Females	147	130	148	165	135	136	137	136	133	165	111	130	1673
# Gross Mortalities (Deaths & DOA's & Hospice)													
# Gross Mortalities (Deaths & DOA's & Hospice)	25	22	14	22	14	20	23	23					
% Gross Mortalities	6%	6%	3%	5%	4%	5%	6%	6%					
# of Adjusted Mortality (Deaths)	17	11	4	14	6	12	15	12					
% Adjusted Mortality Rate	4%	3%	1%	3%	2%	3%	4%	3%	3%	4%	3%	2%	3%
Hospice Patients	3	2	3	4	4	3	3	3	4	2	3	3	37
Avg Length Of Stay Hospital Days													
Avg Length Of Stay Hospital Days	5.7	6.9	5.4	5.8	5.4	6.5	7.8	6.1	5.8*	5.1*	5.8*	5.3*	6.1*
Avg Length Of Stay ICU Days													
Avg Length Of Stay ICU Days	6.1	6.1	6.5	5.9	5.5	6.2	8.2	6.3	6.5*	5.2*	6.2*	4.8*	6.6*
Avg Vent Days													
Avg Vent Days	9.1	8.0	7.7	6.4	7.1	7.2	11.6	7.2	8.3*	6.2*	7.2*	4.7*	8.4*
# of Admissions													
# of Admissions	306	273	309	344	298	295	320	285	329	338	273	265	3635
Trauma Service Admissions													
Trauma Service Admissions	214	188	212	243	217	197	236	196	233	237	204	184	2561
Non-Trauma Service Admissions (NTSAs)													
Non-Trauma Service Admissions (NTSAs)	91	85	96	101	81	98	84	87	96	100	68	81	1068
ICU Admissions													
ICU Admissions	74	83	80	91	72	84	108	69	96	95	87	63	1002
ICU vs EDCC													
ICU vs EDCC	5	6	-5	9	3	-1	54	-10	11	21	16	1	110
Percentage admit to Nonsurgical Svc													
Percentage admit to Nonsurgical Svc	30%	31%	31%	29%	27%	33%	26%	31%	29%	30%	25%	31%	29%
Non-Trauma Service Admits w/out Surgical Consult													
Non-Trauma Service Admits w/out Surgical Consult	3	3	7	3	6	3	8	7	8	4	2	1	55
% Admits w/out Surgical Consult													
% Admits w/out Surgical Consult	1%	1%	2%	1%	2%	1%	3%	2%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%
NTSAs Elevated to PI													
NTSAs Elevated to PI	2	1	0	1	0	3	4	1	0	0	1	0	13

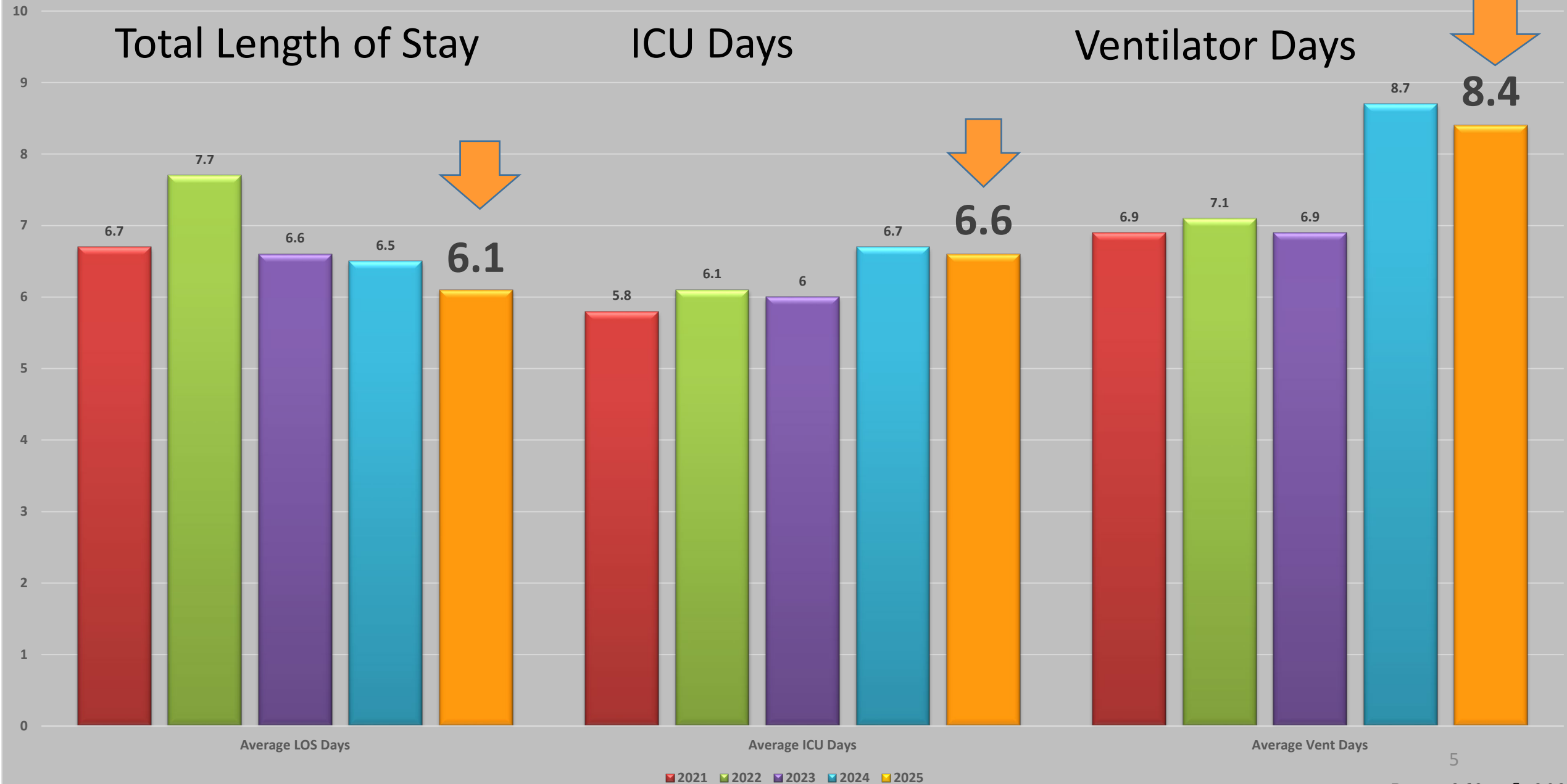
Adjusted Mortality 3%

Resource Utilization 2021-2025

Total Length of Stay

ICU Days

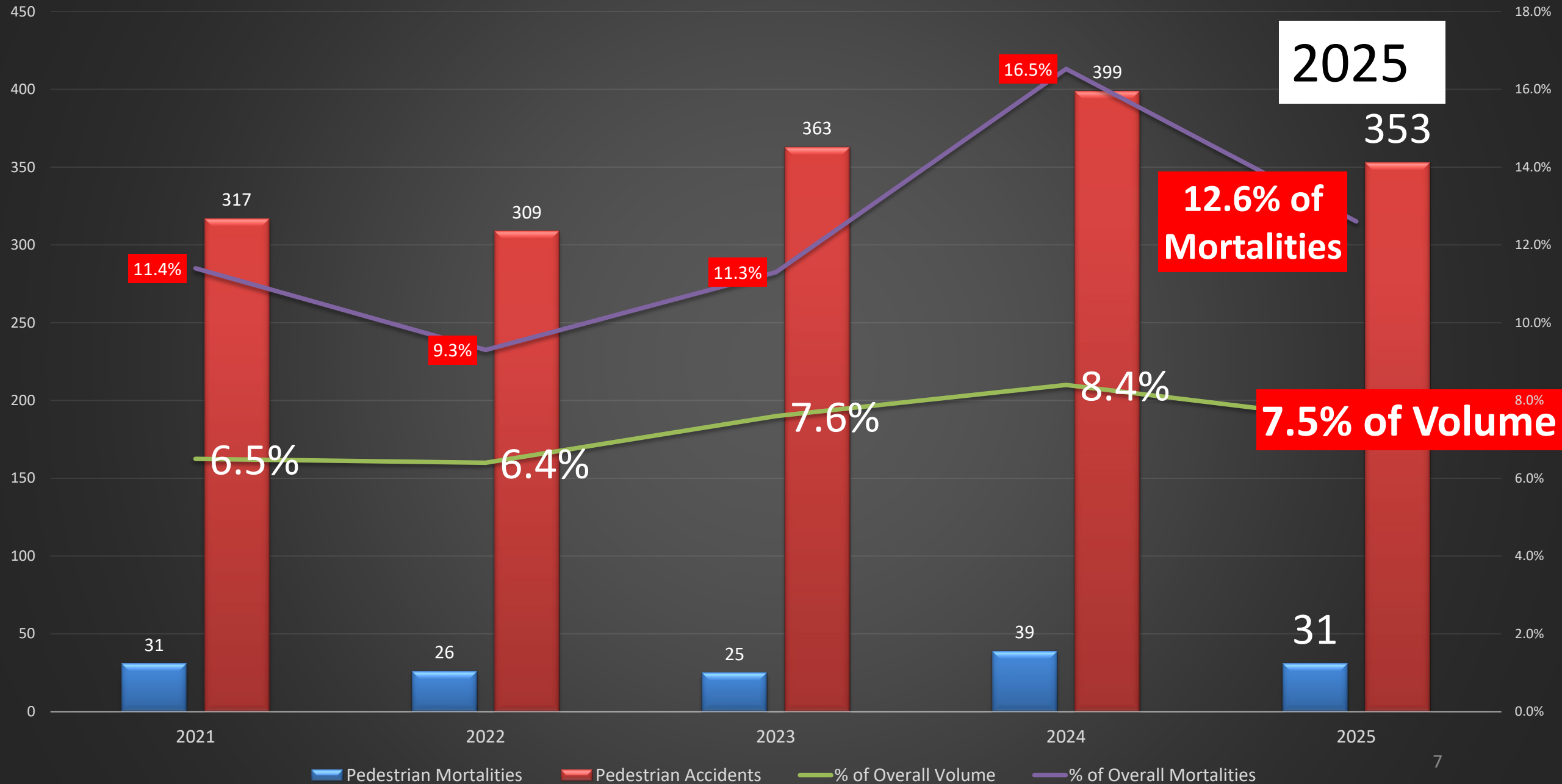
Ventilator Days



Adult 2025 -- Injury Mechanisms

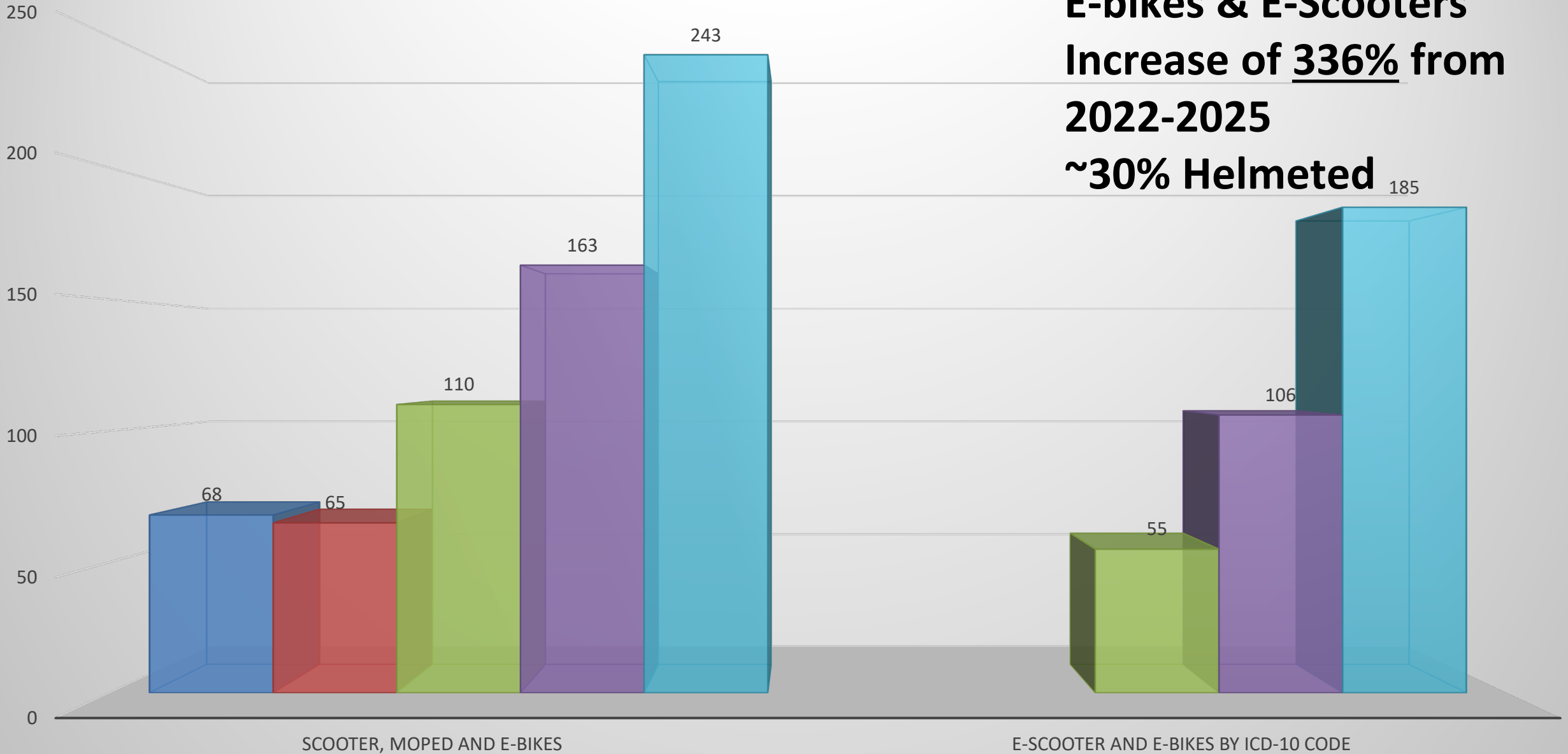
Mechanisms	January	February	March	April	May	June	July	August	September	Mechanisms	TOTALS	% of Volume	Deaths	% of Deaths
FALL	151	126	123	137	109	121	128	130	124	FALL	1514	32.0%	97	39.4%
MVC	75	56	64	70	71	87	60	79	73	MVC	866	18.3%	30	12.2%
MCC	26	33	34	38	37	49	23	41	39	MCC	408	8.6%	14	5.7%
PED	31	34	34	42	29	24	29	18	26	PED	353	7.5%	31	12.6%
STAB WOUND	24	28	38	38	36	29	24	21	32	STAB WOUND	342	7.2%	9	3.7%
GSW	24	17	33	26	21	18	34	17	38	GSW	297	6.3%	43	17.5%
SCOOTER/E-BIKE	12	14	23	23	20	23	23	18	28	SCOOTER/E-BIKE	243	5.1%	9	3.7%
ASSAULT	14	16	18	19	20	12	23	18	27	ASSAULT	229	4.8%	4	1.6%
Other Blunt Accident	14	15	13	18	19	15	23	18	16	Other Blunt Accident	191	4.0%	3	1.2%
Other Penetrating Accident	6	8	12	11	10	6	10	14	9	Other Penetrating Accident	108	2.3%	1	0.4%
BICYCLE	10	10	9	12	9	3	6	8	10					
ATV	5	9	6	11	5	9	2	5	8					
WATER	0	0	0	0	0	0	3	0	0					
TOTALS	392	366	407	445	386	396	388	387	430					

Auto vs. Pedestrians



Scooters, Mopeds and E-Bikes

**E-bikes & E-Scooters
Increase of 336% from
2022-2025
~30% Helmeted**



■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

2025 Pediatric P.I. < 15 Yrs

Pediatrics 2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	YTD
Total # Patients in NTRACS 2021	34	40	47	45	41	34	35	32	43	61	37	490
Total # Patients in NTRACS 2022	47	40	46	35	27	27	29	44	32	39	35	432
Total # Patients in NTRACS 2023	32	27	32	39	32	36	31	27	30	28	28	384
Total # Patients in NTRACS 2024	39	38	45	41	52	45	32	34	38	52	40	499
Total # Patients in NTRACS 2025	23	32	37	45	42	31	35	39	20	41	44	420
UMC's Scale: Over/Undertriage												
Number of Over Triage	6	8	5	13	16	10	12	15	6	10	14	
* Over Triage (%)	26%	25%	14%	29%	38%	32%	34%	38%	30%	24%	32%	
Number of Under Triage	1	0	0	0	0	0	0	1	1	0	1	
* Under Triage (%)	4%	0%	0%	0%	0%	0%	0%	3%	5%	0%	2%	
# of Full Activations	5	2	4	5	5	5	6	4	3	9	7	
# of Int Activations	13	16	13	19	19	12	19	22	7	15	21	
# of Trauma Consults	2	2	8	5	5	5	1	4	3	3	2	
Males	17	19	29	28	29	18	23	21	14	25	28	
Females	6	13	8	17	13	13	12	18	6	16	16	
# Gross Mortalities (Deaths & DOA's)	1	0	0	0	1	0	0	0	0	2	1	
% Gross Mortalities	4%	0%	0%	0%	2%	0%	0%	0%	0%	5%	2%	
# of Adjusted Mortality (Deaths)	1	0	0	0	1	0	0	0	0	2	0	
% Adjusted Mortality Rate	4%	0%	0%	0%	2%	0%	0%	0%	0%	5%	0%	
Avg LOS Hospital	7.1	1.8	2.7	4	1.8	3.4	4.5	3.2	9.0	4.2	3.7	4.6
Avg ICU Days	12.0	3.5	3.1	14.0	3.0	4.1	5.7	3.0	16.5	7.5	5.6	3.3
Avg Vent Days	11.6	3.0	3.0	25.3	3.0	4.0	7.3	0.0	25.0	10.5	9.3	6.0
# of Admissions	17	19	27	29	23	18	21	21	14	23	28	16
Admissions to Trauma Service	13	12	18	18	11	11	14	15	7	15	15	13
Admissions to Non-trauma Surgical Admit	4	7	9	11	12	7	7	6	7	8	13	3
% of Admits to Nonsurgical Services	24%	37%	33%	38%	52%	39%	33%	29%	50%	35%	46%	19%
NonSurgical Admits w/out Surgical Consult	0	0	0	0	1	0	0	0	0	0	0	9
% of Admits w/o Surgical consult	0%	0%	0%	0%	4%	0%	0%	0%	0%	0%	0%	0%

Adjusted Mortality 1%

Thank You
QUESTIONS?

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Report from the Governing Board Human Resources and Executive Compensation Committee	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (<i>For possible action</i>)</p>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the March Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
March 25, 2026

Agenda Item #

14

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the March Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
March 25, 2026

Agenda Item #

15

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Monthly Financial Reports for February FY26	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive the monthly financial report for February FY26; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the February FY 2026 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
March 25, 2026

Agenda Item #

16



February 2026 Financials

GB Meeting



KEY INDICATORS – FEB



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

SUMMARY INCOME STATEMENT – FEB



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$95,773,316	\$88,032,335	\$7,740,981	8.79%	●
Net Patient Revenue as a % of Gross	18.48%	19.10%	(0.61%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$86,701,176	\$88,980,247	\$2,279,071	2.56%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$9,072,140	(\$947,912)	\$10,020,053	1057.07%	●
Add back: Depr & Amort.	\$4,708,791	\$4,924,309	\$215,518	4.38%	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$13,780,932	\$3,976,397	\$9,804,535	246.57%	●
EBITDA Margin	14.39%	4.52%	9.87%		

SUMMARY INCOME STATEMENT – YTD FEB



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$712,992,819	\$728,662,847	(\$15,670,028)	(2.15%)	●
Net Patient Revenue as a % of Gross	16.98%	18.24%	(1.26%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$721,701,158	\$751,988,664	\$30,287,506	4.03%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,708,340)	(\$23,325,817)	\$14,617,477	62.67%	●
Add back: Depr & Amort.	\$36,958,694	\$39,340,293	\$2,381,599	6.05%	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$28,250,354	\$16,014,476	\$12,235,878	76.41%	●
EBITDA Margin	3.96%	2.20%	1.76%		

SALARY & BENEFIT EXPENSE – FEB



	Actual	Budget	Variance	% Variance	
Salaries	\$35,882,188	\$35,956,475	\$74,287	0.21%	●
Benefits	\$16,488,465	\$16,110,736	(\$377,729)	(2.34%)	●
Overtime	\$791,002	\$889,581	\$98,579	11.08%	●
Contract Labor	\$1,312,576	\$1,150,697	(\$161,879)	(14.07%)	●
TOTAL	\$54,474,231	\$54,107,489	(\$366,742)	(0.68%)	●

EXPENSES – FEB



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

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Kirk Kerkorian School of Medicine Dean’s Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
March 25, 2026

Agenda Item #

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KIRK KERKORIAN SCHOOL OF MEDICINE

UNLV

**Update for
University Medical Center of Southern Nevada
Governing Board**

March 25, 2026

Presented by

**Robert L. Hernandez, Jr, MD
Vice Dean for Academic Affairs and Education
Interim Chair, Department of Medical Education
Kirk Kerkorian School of Medicine at UNLV**

HIGHLIGHTS

- 1. Liaison Committee for Medical Education (LCME) Accreditation of the MD program**
 - The LCME awarded full accreditation to the MD program during its February 2026 board meeting.
- 2. MD Program Match Results 2026 (Appendix I)**
 - The Class of 2026 performed exceedingly well, again performing above the national average in the NRMP Main Match (UNLV 98% vs. Natl. 93.5%).
 - 100% of the graduates have obtained PGY-1 positions.
 - 30.8% of the class matched into traditional primary care specialties (vs. 10.7% nationally).
 - 43.4% will remain in NV for PGY-1; 30.8% will complete residency in NV.
- 3. UNLV Residency Programs Match Results 2026 (Appendix 2)**
 - UNLV Residency programs continue to perform well in the Match. All programs filled 100% of offered positions (87). This includes 74 civilian positions and 13 military positions).
- 4. Admissions Data: Class of 2029 (Appendix 3)**
 - The MD program continues to attract and retain a diverse cohort of medical students, reflecting the population of NV.
 - The percent of economically disadvantaged and first-generation students enrolled in UNLV are far higher than national averages.
 - i. EO1/EO2: UNLV 31.8% vs. Natl. 19.7%
 - ii. First generation: UNLV 24.2% vs. Natl. 10.7%
- 5. Outcomes Data: USMLE Steps 1 and 2 CK (Appendix 4)**
 - UNLV medical students continue to outperform national averages on licensing exams
 - i. USMLE Step 1: UNLV Pass Rate: 96%, Natl. Pass Rate: 93%
 - ii. USMLE Step 2CK: UNLV Pass Rate: 100%, Natl. Pass Rate: 98%
 - iii. USMLE Step 2CK: UNLV Mean 251, Natl. Mean 250
- 6. Community Engagement (Appendix 5)**
 - We continue to expand programs while creating new ones to support the community, including our high school programs, the University Community Clinic with VMSN, UNLV WellConnect, the Gateway Program, and the Summer Anatomy Program among many others.
- 7. Research updates (Appendix 6)**
 - UNLV continues to support the research efforts of students, residents, and faculty, with 31 active grants totaling more than \$16 million in AY 2025-26.
 - The Office of Research has supported 99 student/resident research projects this year.
 - The Office of Academic Affairs will award more than \$130,000 to support medical student research this year.

8. Upcoming Events

a. KSOM First Annual Blood Drive

- Wednesday, April 8th, 2026, 9:00 am to 3:00 pm.
- Kerkorian Medical education Building
- 625 Shadow Lane, Las Vegas, NV 89106
- All are invited; walk-ins are welcome!

b. Couple and Family Therapy Open House

- Friday, April 10, 2026, 4:00 pm - 7:00 pm
- 900 E. Harmon Ave (UNLV Campus), Las Vegas, NV 89119
- Newly Remodeled, State of the Art Clinical Training Facility

c. Class of 2026 Commencement and Academic Hooding Ceremony

- Friday, May 8, 2026, 2:00 pm - 4:00 pm
- Thomas & Mack Center, UNLV Main Campus
- 4505 S Maryland Pkwy, Las Vegas, NV 89154

APPENDIX 1: MD PROGRAM MATCH RESULTS 2026

ALL MATCH RESULTS 2026	
All Match Participants	53
Early Match Participants (Ophthalmology and Military)	4
Early Match Rate	100%
NRMP Match Rate	98%
Graduates with PGY-1 Positions	100%
Graduates with PGY-2 Positions	98%

MATCH OUTCOMES: UNLV VS. NATIONAL			
	UNLV	National (All Applicants)	National (US MD Seniors)
Ophthalmology Match	100%	65%	90%
NRMP Main Match	98%	79.8%	93.5%

MATCH BY SPECIALTY (N=53)	Total	Percent
Anesthesiology	8	15.1%
Dermatology	2	3.8%
Emergency Medicine	3	5.7%
Family Medicine	8	15.1%
General Surgery	2	3.8%
Internal Medicine	7	13.2%
Internal Medicine - Preliminary	1	1.9%
Interventional Radiology	3	5.7%
Medicine-Pediatrics	1	1.9%
Obstetrics-Gynecology	2	3.8%
Ophthalmology	3	5.7%
Orthopaedic Surgery	1	1.9%
Otolaryngology	2	3.8%
Pathology	1	1.9%
Pediatrics	1	1.9%
Phys Medicine & Rehab	2	3.8%
Psychiatry	4	7.5%
Radiology-Diagnostic	2	3.8%
TOTAL	53	100%

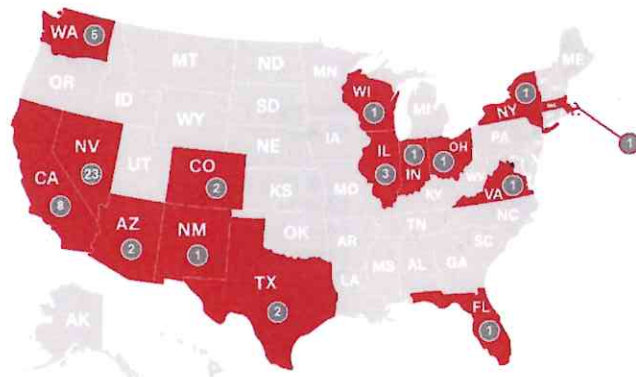
MATCH INTO PRIMARY CARE SPECIALTIES	
Family Medicine	8
Internal Medicine	7
Pediatrics	1
Number and percentage of grads who matched into primary care residencies	16 (30.8%)
Percentage of US MD Seniors who matched into primary care residencies	10.7%

MATCH BY STATE (PGY-1)		
STATE	No.	%
Arizona	2	3.8%
California	8	15.1%
Colorado	2	3.8%
Florida	1	1.9%
Illinois	3	5.7%
Indiana	1	1.9%
Massachusetts	1	1.9%
New Mexico	1	1.9%
New York	1	1.9%
Nevada	23	43.4%
Ohio	1	1.9%
Texas	2	3.8%
Virginia	1	1.9%
Washington	5	9.4%
Wisconsin	1	1.9%
TOTAL	53	100.0%

MATCH BY STATE (PGY-2+)		
STATE	No.	%
Arizona	2	3.8%
California	10	19.2%
Colorado	4	7.7%
Florida	1	1.9%
Illinois	3	5.8%
Indiana	1	1.9%
Massachusetts	1	1.9%
Nebraska	1	1.9%
Nevada	16	30.8%
New Mexico	1	1.9%
New York	1	1.9%
Ohio	1	1.9%
Oregon	1	1.9%
Texas	2	3.8%
Virginia	1	1.9%
Washington	5	9.6%
Wisconsin	1	1.9%
TOTAL	52	100.0%

CLASS OF 2026 RESIDENCY MATCH (PGY-1)

- | | |
|-----------------|--------------|
| Arizona 2 | New Mexico 1 |
| California 8 | New York 1 |
| Colorado 2 | Ohio 1 |
| Florida 1 | Texas 2 |
| Illinois 3 | Virginia 1 |
| Indiana 1 | Washington 5 |
| Massachusetts 1 | Wisconsin 1 |
| Nevada 23 | |



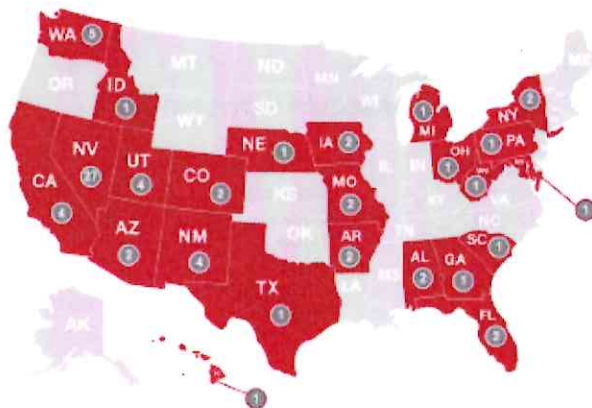
APPENDIX 2: UNLV RESIDENCY PROGRAM MATCH RESULTS 2026

RESIDENCY PROGRAM MATCH RESULTS 2026	
Total Positions Offered	87
• Military Positions Filled	13 (100%)
• Civilian Positions Filled	74 (100%)
Total Program Positions Filled (Military and Civilian Matches)	87 (100%)

RESIDENCY MATCH FILL RATES BY SPECIALTY		
PROGRAM	QUOTA	FILLED
Emergency Medicine	6	6
Emergency Medicine - Military	6	6
Family Medicine (Incl. Rural)	7	7
Internal Medicine	23	23
Internal Medicine - Preliminary	1	1
Medicine-Preliminary	3	3
Obstetrics/Gynecology	4	4
Obstetrics/Gynecology - Military	2	2
Orthopaedic Surgery	4	4
Otolaryngology	1	1
Pediatrics	10	10
Plastic Surgery (Integrated)	1	1
Psychiatry	10	10
General Surgery	3	3
General Surgery - Military	5	5
Surgery - Preliminary	1	1
TOTAL	87	87

WHO MATCHED WITH US

- | | |
|--------------|------------------|
| Alabama 2 | Nebraska 1 |
| Arizona 2 | Nevada 27 |
| Arkansas 2 | New Mexico 4 |
| California 4 | New York 2 |
| Colorado 2 | Ohio 1 |
| Florida 2 | Pennsylvania 1 |
| Georgia 1 | South Carolina 1 |
| Hawaii 1 | Texas 1 |
| Idaho 1 | Utah 4 |
| Iowa 2 | Washington 5 |
| Maryland 1 | West Virginia 1 |
| Michigan 1 | International 16 |
| Missouri 2 | |



APPENDIX 3: ADMISSIONS DATA: CLASS OF 2029

Class of 2029	UNLV	National
MCAT	509	512.1
Cumulative GPA	3.78	3.81
BCPM GPA	3.73	3.75
EO1 / EO2	31.8%	19.7%
First-generation	24.2%	10.7%

APPENDIX 4: OUTCOMES DATA: USMLE STEPS 1 and 2 CK

USMLE STEP 1 RESULTS FOR FIRST-TIME TEST TAKERS

Year	Number Tested	School Pass Rate	National Pass Rate
2019	55	87%	97%
2020	62	94%	98%
2021	66	98%	92%
2022	63	98%	93%
2023	50	98%	92%
2024	60	90%	91%
2025	67	96%	93%

USMLE STEP 2 CK RESULTS FOR FIRST-TIME TEST TAKERS

Year	Number Tested	School Pass Rate	National Pass Rate	School Mean	National Mean
2019-20	37	100%	98%	248	245
2020-21	68	100%	99%	246	246
2021-22	67	99%	99%	244	247
2022-23	59	97%	98%	244	248
2023-24	60	100%	98%	249	249
2024-25	55	100%	98%	251	250

APPENDIX 5: COMMUNITY ENGAGEMENT

1. Pathway programs and recruitment initiatives
 - a. MEB Building tours on Fridays with 10 local high schools.
 - b. In 2026-27 will be expanding our signature pre-med program (Gateway) to NSC and CSN to better meet the needs of students from those schools.
 - c. We hosted 3 high schools (Arbor view, SWCTA, ATECH) and attended one external outreach event (at Desert Pines) as part of our pre-college pipeline programming this month. Participant satisfaction is high (100%).
 - d. Summer Anatomy Program – will continue for the second year. This 4-week motivation program exposes local college students to anatomical education and provides information about medical school and the application process.
 - e. New – we are collaborating with main campus to host STEM learning summer camps for elementary and middle school students in June.

2. Community Initiatives
 - a. This month (March 2026), the UNLV Community Clinic with VMSN was staffed by 23 medical student volunteers, 4 SOM faculty and 2 staff volunteers.
 - b. Referrals to the WellConnect Program continue to grow, as more municipal partners learn about the service.

3. Service Learning
 - a. Student service in the community included partnering with UNLV Health Pediatrics for NV
 - b. Reading Week (March2-6) to read to waiting room patients throughout the week.

APPENDIX 6: RESEARCH UPDATE

METRIC	AY 2025-26
Total Active Grants	31
Annual Amount Active Grants	\$16,351,531
New Grant Submissions	Await update
Clinical Trials (active)	7 Active, 6 Onboarding
Publications supported by Office of Research	44 published or accepted
Student/Resident Research Projects	99

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: CEO Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

Cleared for Agenda
March 25, 2026

Agenda Item #

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CEO Update

March 2026

- ABA Burn Verification
- CVS construction
- Becker's Hospital Review – UMC ED Top Busiest in Nation at #38
- Seven-story tower refresh
- DNV visit scheduled for April 20
- DNV Stroke Survey scheduled for May 14-15
- Doctors' Day Celebration:
 - Ambulatory Breakfast: Monday, March 30 at 6:30 am
 - Campus Lunch: Wednesday, April 1 at 12:00 pm
- Legislative Tours



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
March 25, 2026

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
March 25, 2026

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC’s health care services and hospital facilities.	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
March 25, 2026

Agenda Item #

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