UMC Governing Board Meeting

Wednesday, April 29, 2026 2:00 pm

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
April 29, 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, April 29, 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 March 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 April 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 28, 2026; and take action as deemed appropriate. *(For possible action)*

5. Approve the UMC Policies and Procedures Committee's activities of February 2, 2026 and March 4, 2026, including the recommended creation, revision, and /or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)

6. Receive a report on the emergency repairs of the HVAC system at 2040 W. Charleston Blvd.; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Master Subscription and Services Agreement and the Etch for Health System Order Form with ZHealth Documentation, LLC; exercise the extension options and execute future amendments and Order Forms within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign the Commercial Services Agreement with Cox Communications Las Vegas, Inc. d/b/a/ Cox Business; authorize the Chief Executive Officer to exercise any renewal options and future service orders; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Pediatric Urology On-Call Coverage with Children's Urology Associates, LLC; exercise any extension options; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the First Amendment to the Contingent Permanent Placement Agreement with Optimum Healthcare Solutions, LLC; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the Physician/Advanced Practice Provider & Physician Executive Multiple Search Agreement with Jackson Physician Search, LLC; execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Renewal Order Form and Amendment to Hyland Master Agreement with Hyland Software, Inc.; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

13. Recognize UMC's longstanding partnership with College of Southern Nevada (CSN), providing a pipeline of education and experience to our community's healthcare workforce; and direct staff accordingly. *(For possible action)*

14. Receive an educational update from Michelle Sanchez with Health Trust, regarding the current market conditions impacting supply chain; and direct staff accordingly. *(For possible action)*

15. Review and discuss the Governing Board 2026 Action Plan, to include an update from Shaunda Phillips, UMC Director of Administrative Services, regarding Nevada Patient Information on Advance Directives; and direct staff accordingly. *(For possible action)*

16. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

17. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

18. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

19. Receive the monthly financial report for March FY26; and take any action deemed appropriate. *(For possible action)*

20. Approve the Proposed Final FY2027 Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. *(For possible action)*

21. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

22. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

23. Recommend for approval by the Board of Hospital Trustees the Academic Health Center Master Affiliation Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, and its School of Medicine and University Medical Center of Southern Nevada; or take action as deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

24. 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

25. 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
March 25, 2026

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, March 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 2:09 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:
John O'Reilly, Chair
Harry Hagerty, Vice Chair (via Teams)
Donald Mackay, M.D.
Chris Haase
Renee Franklin
Laura Lopez-Hobbs
John Fildes, M.D.

Ex-Officio Members:

Present:
Bobbette Bond, Ex Officio – Non-Voting
Dr. Sayed Shah, Chief of Staff

Absent:
Mary Lynn Palenik (Excused)
Bill Noonan (Excused)
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Kim Jefferies, CEO of Campus for Hope
Dr. Deborah Kuhls,UMC Chief of Trauma
Robert L. Hernandez, Jr. M.D. – Vice Dean of AAE - Kirk Kerkorian School of Medicine
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Nursing Team

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members took part in an interactive activity focused on aroma therapy as a benefit to reduce anxiety and promote healing.

ITEM NO. 1 PUBLIC COMMENT

Chair O'Reilly 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 February 25, 2026. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Credentialing

ITEM NO. 5 Approve changes to various HR Policies and Procedures; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

DRAFT

- Various HR Policies and Procedures

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- 2025 BDO Audit Wrap Up

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Agreement
- Amendment One
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Agreement
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 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)

DOCUMENT(S) SUBMITTED:
- Cheers Campaign – Redacted
- Cheers Call Management – Redacted
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Agreement for Epic Support - Redacted
- Agreement for Strategic Projects - Redacted
- Disclosure of Ownership

DRAFT

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Lease Agreement
- Disclosure of Ownership

FINAL ACTION:
A motion was made by Member Franklin that Consent Items 4-11 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Mr. Van Houweling introduced Kim Jefferies, CEO of Campus for Hope, who provided a high-level overview of the activities of the Campus for Hope organization in the Las Vegas community.

State legislation to establish a program which would provide funding for projects related to the prevention of homelessness began in 2023 and the Campus for Hope organization was created in 2024. Campus for Hope is a transformative investment addressing homelessness and finding the underlying cause of homelessness. The campus, which will be located on Charleston and College Campus Drive, sits on a 25-acre plot of land, with a total of 11 structures on site, including 5 residential buildings with a 900-bed capacity. A rendering of the property was shown.

An array of services will be accessible through existing nonprofit partnerships, local governmental partnerships for ongoing funding, as well as healthcare and law enforcement systems. Other services provided on campus will include case management, housing assistance, mental health services, job support, basic needs, education, legal support, family services and more.

Client profiles for Campus for Hope clients include economically displaced individuals and families, individuals with low to moderate acuity, those with involvement or exiting the justice system and individuals and families fleeing domestic violence.

DRAFT

Ms. Jefferies reviewed and explained the five step Campus for Hope journey from arrival, decompression, understanding, rebuilding to graduation from the program. The average length of stay in Las Vegas is anticipated to be approximately nine months. An overview of the site plan and services was reviewed. The goal of the campus is to build community, provide a small town feel to the residents, and to prevent a return to homelessness to those receiving assistance. Lastly, Campus for Hope donor funding was reviewed.

Member Haase asked if the units are single or double occupancy, and how do the homeless find out about it. Ms. Jefferies responded that these are double occupancy units, with the exception of family units. Outreach to inform individuals of the service is provided through multiple outlets including metro, homeless outreach teams, navigation centers, and other entry point providers.

Member Bond asked if there is criteria for those accepted to receive the service. Ms. Jefferies listed the criteria related to background checks and required sobriety testing for potential residents of the campus.

Member Lopez-Hobbs asked what percent of the homeless population would be affected. Ms. Jefferies responded that approximately 25% of the homeless population could be benefitted.

The discussion continued regarding challenges in helping people successfully get through the system and what is anticipated locally. The board discussed the challenges which included gaming, housing, and employment, and strategies to encourage success.

Chair O'Reilly asked if the campus services are limited to residents. Ms. Jefferies noted some services that are specific to campus residents, but there are other services that are available to the community. A discussion ensued regarding safety and security on the campus site.

FINAL ACTION:

None

ITEM NO. 13 Receive 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)***

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Dr. Deborah Kuhls, Chief of Trauma at UMC provided a high level overview of the trauma services provided at UMC.

UMC is Nevada's only verified and designated Level I Trauma Center and the only verified and designated Level II Pediatric Trauma Center. The UMC Trauma Center is distinct and separate from the ED and the emergency medicine and

trauma teams have dedicated resources, to include over 11 resuscitation beds, 14 trauma ICU beds, 3 trauma ORs, and 4 PACU beds, as well as a CT scanner, Angio suite and a satellite blood bank. In 2025, approximately 14K trauma and burn patients were seen in the trauma center.
The 2025 UMC adult trauma registry was reviewed. Dr. Kuhls highlighted that in the last quarter of 2025, the adult volume was 4,700 patients, down 3% from 2024. A five-year average shows that volumes were actually up over 9%. The adjusted mortality rate is 3%, which is less than the benchmark of 5%. A brief discussion ensued related to how the statistics are calculated by the American College of Surgeons.

Resource utilization data for 2021-2025 was reviewed. In 2025, average length of stay decreased to 6.1 days, ICU length of stay was slightly less than in 2024, with 6.6 days, and ventilator days dropped slightly to 8.4 days. These benchmarks affect staffing and hospital bed stays as well.

Dr. Kuhls next reviewed the top ten 2025 trauma injury mechanisms. Falls disproportionately represent 32% of patient volume, followed by motor vehicle, motorcycle crashes and pedestrian. She highlighted that although pedestrian volume is 7.5%, it represents 12.6% of deaths. Gun shot wounds represent 17.5% or deaths. The discussion continued with the mortality rates of auto vs. pedestrian.

Next, Dr. Kuhls highlighted the increase of E-bike and E-scooter incidents, which have an increase in 336% from 2022-2025. For pediatric patients, the increase is over 400% in the last three years. Legislation to require helmet use and proper lighting is being considered statewide to help decrease these percentages. Lastly, Pediatric trauma data was reviewed.

Trauma verification as an Adult and Pediatric Trauma Center will be in September of this year.

Discussions ensued related to education and research provided by the school district and other sources related to E-scooter safety, as well as pediatric mortality related to gun and motor vehicle trauma.

Mr. Van Houweling announced that Dr. Kuhls was nationally recognized as Master of Critical Chair of Medicine from American College Society of Critical Medicine. Congratulations!

FINAL ACTION:

None

ITEM NO. 14 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None

DRAFT

DISCUSSION:

Member Lopez-Hobbs provided a report on the meeting, which was held on Monday, March 9, 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.

The committee received an educational presentation regarding disciplinary tracks of the various employee categories at UMC.

Next, there was an update on year-to-date hires and turnovers. Turnovers continue to be below the national healthcare averages. First year turnovers are slightly above 13% overall. The majority of first year turnovers are per diem employees. UMC employs over 4,400 employees.

The Chief Human Resources Officer provided updates to various policies and procedures, which were reviewed and approved as a part of the consent agenda.

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

FINAL ACTION:

None

ITEM NO. 15 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, March18, 2026 at 2:00 p.m. A quorum was in attendance and one member was excused. 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 February, 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 county RFP for ERP system, DSH audit, 340B HRSA audit, and new supplemental payment program.

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.

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The committee reviewed the proposed budget for FY27. The preliminary budget was reviewed and the committee decided it would be necessary to revisit the budget at a special meeting scheduled for April 15th.

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

Chairman O'Reilly suggested holding a special meeting of the Governing Board to discuss the 2027 proposed budget if necessary.

FINAL ACTION:
None

ITEM NO. 16 Receive the monthly financial report from the Chief Financial Officer for the February FY26 financial report; and take any action deemed appropriate. ***(For possible action)***

DOCUMENT(S) SUBMITTED**:**

- February FY26 Financial Report

DISCUSSION:

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

The key indicators for February showed admissions 27 cases above budget. ADC was 399 and the average length of stay was 5.18 days. Overall acuity was 1.82 and Medicare CMI was 2.31. Inpatient surgeries were 26 cases below budget and outpatient surgeries were 104 above budget. There were 12 transplant cases, below prior year due to the allocation of cases.

ER visits were at a record high. Conversion rate was 21.81%. Quick cares were above budget 6%. Telehealth had 376 visits for the month. Orthopedic Clinic saw approximately 3,200 patients. There were 95 deliveries. The CSC volumes have increased slightly to 241 patients. Outpatient infusion clinic is showing high volumes.

The income statement for the month showed operating revenue was below budget $7.7 million and operating expenses were below budget $2.3 million. EBITDA for the month was $13.8 million on a budget of $4 million. Year-to-date statistics were reviewed.

Salaries, wages, and benefits were on budget for the month. All other expenses were favorable to budget.

A brief discussion ensued regarding the Crisis Stabilization Center volumes. Mr. Van Houweling commented that the County is in support of this service line.

FINAL ACTION:

None

DRAFT

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED**:**

- None

DISCUSSION:

Robert L. Hernandez, Vice Dean for Academic Affairs and Education for the Kirk Kerkorian School of Medicine, provided the following updates:

Liaison Committee for Medical Education Accreditation of the MD Program – Full accreditation was awarded to the school.

MD Program Match 2026 Results – The class performed above the national average and 100% of the graduates obtained PGY-1 positions; 30.8% will complete residency in Nevada.

UNLV Residency Programs Match Results for 2026 - 100% of the positions offered were matched.

Admissions Data for Class of 2029 – the MD programs continues to attract and retain a diverse cohort of medical students. The students enrolled in UNLV are far higher than national averages. Outcomes on licensing exams were reviewed in the outcomes data.

Community Engagement – High school programs, community clinics, the Gateway Program, and the Summer Anatomy Program are some of the programs available to support the community.

Research Updates – currently there are 31 active grants, and 99 student and resident research projects have been supported this year.

Upcoming Events include the KSOM First Annual Blood Drive, Couple and Family Therapy Open House and the Class of 2026 Commencement and Academic Hooding Ceremony.

FINAL ACTION:
None

ITEM NO. 18 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:

DRAFT

Eight residents were matched in the Radiology Residency Program at UMC. This is a 4-year advanced program.

- AABA Burn Verification has been completed, and we are awaiting the official report of verification.
- The CVS building renovation/construction is underway. This will be a 24-hour quick care. Anticipated completion is the fall of 2026.
- Becker's Hospital Review – UMC ED Top Busiest in Nation at #38.
- Seven-story tower refresh is beginning and will take about one year to complete.
- DNV visit is scheduled for April 20 as a follow-up to annual survey.
- DNV Stroke Survey recertification is scheduled for May 14-15.
- Doctors Day Celebration
    - Ambulatory Breakfast Monday, March 30 at 6:30am.
    - Campus Lunch Wednesday April1, 2 At 12:00 pm.
- Legislative Tours – State lawmakers were invited to UMC.
- UMC will be testifying at the Joint Session of the Interim Healthcare Committee in April regarding a host of healthcare issues.

Member Lopez-Hobbs announced that Ricky Russell, CHRO was named one of the Top 140 Human Resources Officers in the country.

Mr. Van Houweling highlighted some of the stories in the UMC News brochure.

FINAL ACTION:
None

SECTION 4: EMERGING ISSUES

ITEM NO. 19 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

None

FINAL ACTION:
None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for:

Speakers: None

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

FINAL ACTION TAKEN:

DRAFT

At this time, Member Mackay 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 Mackay 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 3:58 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 4:37 p.m., the closed sessions on the above topics ended and the meeting was adjourned.

APPROVED:
Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the April 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 28, 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 April 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 April 28, 2026 meeting.

Cleared for Agenda
April 29, 2026

Agenda Item #

4

Date: April 29, 2026
To: Governing Board
From: Credentials Committee
Subject: April 16, 2026 Credentialing Activities

NEW BUSINESS:

- **RADIOLOGY DOP (Revisions)**

CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Abitria	Grant	APRN	04/29/2026 - 01/31/2028	Surgery/Cardiovascular/Thoracic Surgery	Nevada Heart and Vascular Center	APP Initial FPPE Membership and Privileges
2	Ameduri	Craig	PAC	04/29/2026 - 09/30/2027	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
3	Bailey	Yvette	M.D.	04/29/2026 - 08/30/2027	Radiology/Diagnostic Radiology	UMC Radiology	Affiliate Initial FPPE membership and Privileges
4	Bracey	Jerri	APRN	04/29/2026 - 06/30/2027	Medicine/Psychiatry	Nevada Behavioral Health Systems	APP Initial FPPE Membership and Privileges
5	Danley	Bradford	APRN	04/29/2026 - 07/31/2027	Medicine / Hematology/Oncology	Integrative Cancer Care of Nevada	APP Initial FPPE Membership and Privileges
6	Gardner	Ramsey	M.D.	04/29/2026 - 04/30/2027	Medicine/Internal Medicine	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
7	Liu	Yuzhou	M.D.	04/29/2026 - 10/31/2027	Radiology/Teleradiology	Medicus	Affiliate Initial FPPE membership and Privileges
8	LoMonaco	Jacob	M.D.	04/29/2026 - 09/30/2027	Emergency Medicine/Adult Emergency Medicine	UMC Emergency Medicine	Affiliate Initial FPPE membership and Privileges
9	Lynam	Monica	APRN	04/29/2026 - 04/30/2027	Medicine/Infectious Disease	Sagebrush Healthcare	APP Initial FPPE Membership and Privileges
10	O'Reilly	John	M.D.	04/29/2026 - 09/30/2027	Medicine/Infectious Disease	Apex Infectious Disease of Nevada	Affiliate Initial FPPE membership and Privileges
11	Rivas	Nathalie	APRN	04/29/2026 - 10/31/2027	Surgery/General Surgery	UNLV Health	APP Initial FPPE Membership and Privileges
12	Rodrigues	Otavio	M.D.	04/29/2026 - 10/31/2027	Medicine/Infectious Disease	Healthnomic Partners	Affiliate Initial FPPE membership and Privileges
13	Tarquino	Mario	M.D.	04/29/2026 - 10/31/2027	Anesthesiology	UMC Anesthesiology	Affiliate Initial FPPE membership and Privileges

14	Troxell	Sonia	PAC	04/29/2026 - 04/30/2027	Medicine/Cardiology	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
15	Williams	Ashley	M.D.	04/29/2026 - 01/31/2028	Trauma/Surgery Critical Care	UNLV Health	Affiliate Initial FPPE membership and Privileges

B. REAPPOINTMENTS TO STAFF

1	Agustin	Terence	M.D.	06/01/2026-05/31/2028	Ambulatory Care/Primary Care	Active Membership and Privileges	UMC-Sunset Primary Care
2	Arita	Adam	M.D.	06/01/2026-05/31/2027	Anesthesiology	Affiliate Membership and Privileges	Locum Tenens
3	Bardakcioglu	Ovunc	M.D.	06/01/2026-05/31/2028	Surgery/General Surgery	Active Membership and Privileges to **Affiliate Membership Privileges**	UNLV Surgery
4	Bekele	Meseret	APRN	06/01/2026-05/31/2027	Medicine/Cardiology	APP Independent Membership and Privileges	UMC Heart Failure Clinic
5	Best	Melissa	APRN	06/01/2026-05/31/2028	Ambulatory Care/Primary Care	APP Active Independent Membership and Privileges	UMC-Peccole Ranch Primary Care
6	Boldur	Adin	M.D.	06/01/2026-05/31/2028	Nephrology	Active Membership and Privileges to **Affiliate Membership Privileges**	Kidney Specialists of Southern Nevada
7	Brown	Emily	APRN	06/01/2026-05/31/2028	Family Medicine	APP Active Independent Membership and Privileges	UMC
8	Burnette	Kreg	M.D.	06/01/2026-05/31/2028	Emergency Medicine/Pediatric Emergency Medicine	Affiliate Membership and Privileges	UMC Pediatric Emergency Medicine
9	Chang	Michael	M.D.	06/01/2026-05/31/2028	Anesthesiology	Affiliate Membership and Privileges	Michael Chang, MD P.C.
10	Ciuffo	Giovanni	M.D.	06/01/2026-05/31/2028	Surgery/CVT	Affiliate Membership and Privileges	Nevada Heart & Vascular Center
11	D'Alesio	Nicholas	D.O.	06/01/2026-05/31/2027	Diagnostic Radiology	Affiliate Membership and Privileges	UMC Radiology
12	Dugan	Mark	M.D.	06/01/2026-05/31/2028	Pediatrics, Pediatric Critical Care Med	Active Membership and Privileges	Las Vegas Pediatric Critical Care
13	Echevarria-Torres	Edward	M.D.	06/01/2026-05/31/2027	Internal Medicine	Affiliate Membership and Privileges	UMC-Centennial Quick Care
14	Escobar	Eduardo	M.D.	06/01/2026-05/31/2027	Diagnostic Radiology	Affiliate Membership and Privileges	UMC Radiology
15	Fessler	Laura	APRN	06/01/2026-05/31/2028	Ambulatory Care/Quick Care	APP Active Independent	UMC-Nellis Quick Care

						Membership and Privileges	
16	Fule	Gian	CRNA	06/01/2026-05/31/2028	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
17	Hanna	Sylvester	D.O.	06/01/2026-05/31/2028	Family Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
18	Hanson	Chad	M.D.	06/01/2026-05/31/2028	Orthopaedic Surgery	Affiliate Membership and Privileges	Desert Orthopaedic Center
19	Hanson	Zachary	M.D.	06/01/2026-05/31/2028	Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
20	Honsberg	Angelica	M.D.	06/01/2026-05/31/2028	Pulmonary Disease, Critical Care Medicine	Active Membership and Privileges	UNLV Health
21	Ioanitoaia-Chaudhry	Iulia	M.D.	06/01/2026-05/31/2028	Ambulatory Care/Quick Care	Affiliate Membership and Privileges	UMC-Centennial Quick Care
22	Joshi	Dhiresh	M.D.	06/01/2026-05/31/2027	Internal Medicine, Infectious Disease	Affiliate Membership and Privileges	Infectious Disease Specialists, LLC
23	Kaighn	Patti	APRN	06/01/2026-05/31/2027	Surgery/Urology	APP Independent Membership and Privileges	Las Vegas Urology
24	Keeler	Sean	M.D.	06/01/2026-05/31/2028	Obstetrics & Gynecology/MFM	Affiliate Membership and Privileges	Desert Perinatal Associates
25	Kim	Stacy	M.D.	*05/01/2026-04/30/2028	Pathology	Affiliate Membership and Privileges	Associated Pathologists, Chartered
26	Lampinen	Steven	M.D.	06/01/2026-05/31/2028	Family Medicine	Active Membership and Privileges to **Affiliate Membership and Privileges**	Steven D. Lampinen, MD Inc
27	Lange	Kristopher	D.O.	06/01/2026-05/31/2027	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Affiliate Membership and Privileges	UMC Emergency Medicine
28	McCarthy	Shannon	D.O.	06/01/2026-05/31/2028	Medicine/Infectious Disease	Affiliate Membership and Privileges	UMC Infectious Disease Clinic
29	Mitchell	Thomas	M.D.	06/01/2026-05/31/2028	Surgery/General Surgery & Trauma Critical Care Surgery & Trauma Burn Surgery	Affiliate Membership and Privileges	UNLV Medicine
30	Nunes	Mark	M.D.	*05/01/2026-04/30/2027	Pediatrics/Genetics	Affiliate Initial FPPE Membership and Privileges to **Affiliate Initial FPPE on Leave of Absence**	Unknown
31	Ono	Tomoya	PAC	06/01/2026-05/31/2027	Emergency Medicine/Adult	APP Dependent Privileges	UMC Emergency Medicine

					Emergency Medicine		
32	Orr	Daniel	DDS	06/01/2026-05/31/2028	Surgery/Oral & Maxillofacial Surgery	Active Membership and Privileges to **Affiliate Membership and Privileges**	Daniel L. Orr II, DDS, MS, LTD
33	Pamulapati	Vivek	M.D.	06/01/2026-05/31/2028	Surgery/General Surgery & Trauma Surgery	Affiliate Membership and Privileges	UNLV Health
34	Parafianowicz	Pawel	M.D.	06/01/2026-05/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
35	Pozolo	Cara	M.D.	06/01/2026-05/31/2028	Surgery/CVT	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
36	Qiu	Wansong	M.D.	06/01/2026-05/31/2028	Pathology	Affiliate Membership and Privileges	Associated Pathologists, Chartered
37	Quezada	Yarini	M.D.	06/01/2026-05/31/2028	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Medicine
38	Rodriguez	Carlos	D.O.	06/01/2026-05/31/2028	Medicine/Physical Medicine & Rehabilitation	Affiliate Initial FPPE Membership and Privileges	Medrina dba Farzin Farhangnejad
39	Rodriguez	Laura	PAC	06/01/2026-05/31/2028	Orthopaedic Surgery/Orthopaedic Surgery	APP Independent Membership and Privileges	UMC Orthopedic & Spine Institute
40	Schuh	Shelby	D.O	06/01/2026-05/31/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Health
41	Sepulveda	Andres	M.D.	06/01/2026-05/31/2028	Anesthesiology	Affiliate Membership and Privileges	Red Rock Anesthesia Consultants
42	Shah	Ami	M.D.	06/01/2026-05/31/2028	Emergency Medicine/Pediatric Emergency Medicine	Affiliate Membership and Privileges	UMC Pediatric Emergency Medicine
43	Song	Misti	M.D.	06/01/2026-05/31/2028	Medicine/Internal Medicine	Active Membership and Privileges to **Affiliate Membership and Privileges**	UNLV Health
44	St Hill	Charles	M.D.	06/01/2026-05/31/2028	Surgery/General Surgery	Active Membership and Privileges	UNLV Surgery
45	Tan	Ferdinand	M.D.	06/01/2026-05/31/2028	Ambulatory Care/Primary Care	Active Membership and Privileges	UMC-Southern Highlands Primary Care
46	Wasserman	Richard	M.D.	06/01/2026-05/31/2028	Obstetrics & Gynecology	Affiliate Initial FPPE Membership and Privileges	Las Vegas Urology
47	Wilbanks	Liliana	APRN	06/01/2026-05/31/2027	Medicine/Internal Medicine	APP Independent Membership and Privileges	UMC Hospitalists
48	Will	Ida	APRN	06/01/2026-05/31/2028	Ambulatory Care/Primary Care	APP Independent Membership and Privileges	Intermountain Healthcare

49	Wongjirad	Chelsey	D.O.	06/01/2026-05/31/2028	Surgery/Transplant Surgery	Affiliate Membership and Privileges	UMC Center for Transplantation
50	Zaidi	Syed	M.D.	06/01/2026-05/31/2028	Medicine/Cardiology	Affiliate Membership and Privileges	SZAIDI M.D PLLC
51	Zenkin	Elena	M.D.	06/01/2026-05/31/2028	Obstetrics and Gynecology & Family Medicine	Active Membership and Privileges	UNLV Obstetrics and Gynecology
52	Zeto	Alan	M.D.	06/01/2026-05/31/2028	Family Medicine	Active Membership and Privileges to **Affiliate Membership and Privileges**	UMC Hospitalists

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Best	Melissa	APRN	06/01/2026-05/31/2028	Ambulatory Care / Primary Care	**New Privileges:** Perform Venipuncture // Interpret electrocardiogram tracing // Cleanse and debride wounds // Adult Health.
2	Burnette	Kreg	M.D.	06/01/2026-05/31/2028	Pediatric Emergency Medicine, Pediatrics	**Withdraw Privileges:** Cystostomy, percutaneous // Repair extensor tendons // Ultrasound for Trauma
3	Dugan	Mark	M.D.	06/01/2026-05/31/2028	Pediatrics, Pediatric Critical Care Med	**Withdraw Privilege:** Adult ECMO Cannulation (Medicine DOP)
4	Echevarria-Torres	Edward	M.D.	06/01/2026-05/31/2027	Medicine/Internal Medicine	**Withdraw Department:** Ambulatory Care DOP
5	Fule	Gian	CRNA	06/01/2026-05/31/2028	Anesthesiology	**New Privileges:** Arterial Line // Pediatric >10 years old // Regional and Neuraxial Anesthesia **Withdraw Privilege:** Central Line
6	Hanna	Sylvester	D.O.	06/01/2026-05/31/2028	Family Medicine	**Withdraw Privilege:** Critical Care
7	Honsberg	Angelica	M.D.	06/01/2026-05/31/2028	Pulmonary Disease, Critical Care Medicine	**Withdraw Privilege:** Tube Thoracostomy
8	Joshi	Dhiresh	M.D.	06/01/2026-05/31/2027	Internal Medicine, Infectious Disease	**Withdraw Privileges:** Internal Medicine // Ambulatory
9	Kaighn	Patti	APRN	06/01/2026-05/31/2027	Surgery/Urology	**Withdraw Privileges:** Assist with Urology Surgery // Perform Extracorporeal shockwave lithotripsy (ESWL) Stent placement ESWL, Laser Lithotripsy under the direct supervision of the physician
10	Quezada	Yarini	M.D.	06/01/2026-05/31/2028	OB/GYN	**New Privilege**: Sacrospinous Suspension (includes vaginal suspension)
11	Rodriguez	Laura	PAC	06/01/2026-05/31/2028	Orthopaedic Surgery/Orthopaedic Surgery	**New Privilege**: Perform venipuncture
12	Shah	Ami	M.D.	06/01/2026-05/31/2028	Emergency Medicine/Pediatric	**New Privileges**: FAST // Focused RUQ Ultrasound // Focused Renal Ultrasound // Focused Pelvic

					Emergency Medicine	Ultrasound // Focused OB Ultrasound // Focused Aorta Ultrasound // Focused Cardiac Ultrasound
13	Wilbanks	Liliana	APRN	06/01/2026-05/31/2028	Medicine/Internal Medicine	**New Department/Privilege**: Ambulatory (DOP) Telemedicine (privilege)
14	Wongjirad	Chelsey	D.O.	06/01/2026-05/31/2028	Surgery/Transplant	**New Privileges:** Peritoneal Dialysis Catheter Placement or Removal // Open Door Nephrectomy & Emergency Vascular Repair

D. MODIFICATION OF PRIVILEGES

1	Ayubi	Farhan	D.O.	Surgery/Cardiovascular/Thoracic Surgery	Modification of Privilege – **New Privilege**: Endovascular Prosthesis for Repair of Aortic Aneurysm
2	Bowers	Kara	M.D.	Surgery/General Surgery	Modification of Privilege - **New Privilege**: Da Vinci Robotic
3	Fadell	David	D.O.	Orthopaedic Surgery & Orthopaedic Hand Surgery	Modification of Privilege - **Withdraw Privilege:** Arthroscopic Surgery
4	Kravetz	Kyle	M.D.	Anesthesiology	Modification of Privilege - **Withdraw Department:** Trauma Anesthesiology
5	Namazi	Ali	M.D.	Medicine/Cardiology	Modification of Privilege – **New Privilege:** Percutaneous ASD/PFO Closure
6	Sorensen	Eric	D.O.	Anesthesiology	Modification of Privilege - **New Department**: Trauma Anesthesiology (Core privilege)
7	Spirtos	Alexandra	M.D.	Obstetrics and Gynecology	Modification of Privileges - **New Privilege:** Gynecology Oncology Privileges **Withdraw Privilege:** Da Vinci Robotics

E. MODIFICATION OF PRIVILEGES – TEMPORARY PRIVILEGE (PROCTORING)

1	Ahsan	Chowdhury	M.D.	Medicine/Cardiology	Modification of Privilege - **New Temp Privilege (Proctoring)**: Percutaneous ASD/PFO Closure

F. EXTENSION OF INITIAL FPPE

1	Gowhari	Daniel	D.O.	Emergency Medicine/Adult Emergency Medicine	Extend Initial FPPE Privileges thru October 2026 due to not being able to provide cases.
2	Khakshooy	Allen	M.D.	Medicine/Internal Medicine	Extend Initial FPPE Privileges thru October 2026 due to not being able to provide cases.

G. EXTENSION OF INITIAL FPPE (DEPT/PRIVILEGE)

1	Berry	Keith	M.D.	Surgery/General Surgery	Extend Modification of Privilege - Moderate Sedation (Trauma DOP) thru October 2026 due to not being able to provide cases.

2	Inman	Brannon	M.D.	Medicine/Critical Care/Pulmonary	Extend Modification of Privilege - New Departments: Emergency Medicine // Trauma Emergency thru October 2026 due to not being able to provide cases.
3	Nizamani	Rabia	M.D.	Surgery/General Surgery/Trauma Burn Surgery	Extend Modification of Privilege - New Privilege: Laser Surgery: Co2 (General Surgery) thru October 2026 due to not being able to provide cases.

H. STATUS CHANGE: INITIAL FPPE

1	Bishop	Mara	APRN	Radiology	Change in Staff Status - Released from APP Initial FPPE Privileges to **APP Dependent Privileges** - Completion of Initial FPPE
2	Bowers	Rachel	PAC	Surgery/Urology	Change in Staff Status - Release from APP Initial with Privileges to **App Dependent Privileges** - Completion of Initial FPPE
3	Bral	Daniel	D.O	Anesthesiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of Initial FPPE
4	Brar	Pooja	M.D.	OBGYN/Maternal Fetal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
5	Chen	Alexander	M.D.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
6	Difabio	Rebecca	M.D.	Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
7	Dudley	Kaci	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
8	Engelhardt	Mary	APRN	OB/GYN	Change in Staff Status - Released from APP Initial FPPE Privileges to **APP Independent Membership and Privileges** - Completion of FPPE
9	Guest	Rachel	M.D.	Surgery/Plastic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
10	Gupta	Aman	M.D.	Medicine/Nephrology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
11	Jones	Brittney	M.D.	Pediatrics/Pediatric Teleneurology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and

					Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
12	Lee	Jacquelynn	M.D.	Surgery/Plastic Surgery/Orthopaedic Surgery-Hand	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privilege**s - Completion of FPPE
13	Lico	Serrie	M.D.	Surgery/Cardiovascular/Thoracic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
14	Mehdi	Raja	M.D.	Oncology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
15	Mowen	Steven	M.D.	Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
16	Nguyen	Danny	M.D.	Surgery/General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
17	Pasupuleti	Archana	M.D.	Pediatrics/Pediatric Teleneurology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
18	Praske	Steven	D.O	Medicine/Pulmonary	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE (**MILITARY ROTATOR**)
19	Pulido	Richard	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
20	Reed	Kenneth	DMD	Oral Maxillofacial Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privilege** - Completion of FPPE
21	Reeves	John	M.D.	Emergency Medicine/Pediatric Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
22	Rogers	Andrew	M.D.	Surgery/General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
23	Sabour	Andrew	M.D.	Surgery/General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of Initial FPPE

24	Slavick	Kera	PAC	Medicine/Physical Medicine/Rehabilitation	Change In Staff Status - Release from App Initial with Privileges to **APP Dependent Privileges** - Completion of Initial FPPE
25	Valladares	Jose	M.D.	Medicine / Hematology / Oncology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of Initial FPPE
26	Wasserman	Richard	M.D.	OB/GYN	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of Initial FPPE
27	Wilson	Angela	APRN	Medicine/Psychiatry	Change in Staff Status - Released from APP Initial FPPE Privileges to **APP Independent Membership and Privileges** - Completion of Initial FPPE

I. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGE

1	Attenasio	Andrea	D.O.	Orthopaedic Surgery	Completion of FPPE - New Privilege: Complex Pelvic Fractures (Trauma DOP)
2	Burke	Jason	M.D.	Anestheiology/ Trauma Anesthesiology	Completion of FPPE - New Department: Trauma/New Privilege: Core Trauma Anesthesia
3	Caverly	Erin	D.O.	Surgery/General Surgery	Completion of FPPE - New Privilege: Deep Sedation (Trauma DOP)
4	Hawwass	Dalia	M.D.	Medicine/Cardiology	Completion of FPPE - New Privilege: Percutaneous Coronary Artherectomy
5	Jordan	Matthew	M.D.	Anesthesiology	Completion of FPPE - New Department: Trauma Anesthesiology - New Privilege: Core Trauma Anesthesia
6	Kempton	Edward	M.D.	Emergency Medicine/Adult Emergency Medicine	Completion of FPPE - New Department: Trauma Emergency Medicine
7	Mayers	Alexander	M.D.	Orthopaedic Surgery	Completion of FPPE - New Department: Trauma Orthopaedic Surgery - New Privileges: Core Orthopaedic // Complex Pelvic Fractures
8	Pamulapati	Vivek	M.D.	Surgery/General Surgery/Trauma	Completion of FPPE - New Department: Trauma Burn - New Privilege: Core Burn Care

J. STATUS CHANGE

1	Michelson	Shannon	M.D.	Pediatrics	Change in Staff Status - Affiliate with Membership and Privileges to **Active Membership and Privileges**

K. LEAVE OF ABSENCE - REQUEST

1	Erickson	Davis	M.D.	Anesthesiology/ Trauma Anesthesia	Office of Military Medicine	Request for Leave of Absence - Military

						Assignment - (04.29.2026-04.29.2027)
2	Massey II	Bentley	M.D.	Surgery/General Surgery	UNLV Health	Request for Leave of Absence - Military Assignment - (04.29.2026-04.29.2027)
3	Selzer	Jordan	M.D.	Emergency Medicine / Adult Emergency Medicine	Mike O'Callagham Military Medical Center	Request for Leave of Absence - Military Assignment (04.29.2026-04.29.2027)

L. RESIGNATIONS

1	Ash	Jordan	D.O.	Emergency Medicine / Adult Emergency Medicine	UMC Emergency Medicine	Voluntary Resignation
2	Caparros	MA Renzel	APRN	Family Medicine	Pioneer Healthcare	Voluntary Resignation
3	Cordero-Mauban	Eileen	M.D.	Ambulatory Care/Primary Care	UMC-Sunset Primary Care	Voluntary Resignation
4	Fink	Kelly	APRN	Ambulatory Care/Quick Care	UMC-Enterprise Quick Care	Voluntary Resignation
5	Fralish	Matthew	M.D.	Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
6	Garst	Geoffrey	M.D.	Emergency Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
7	Geeb	Ute	M.D.	Ambulatory Care/Primary Care	UMC - Summerlin Primary Care	Voluntary Resignation
8	Hsieh	Geoffrey	M.D.	Obstetrics & Gynecology	Women's Cancer Center	Voluntary Resignation
9	Lewis	Jeffrey	M.D.	Surgery / General Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
10	Martinez	Stephanie	M.D.	Surgery/General Surgery	UNLV Health	Voluntary Resignation
11	Mathew	Elizebeth	APRN	Ambulatory Care / Primary Care	UMC Primary Care	Voluntary Resignation
12	Mukherjee	Rita	M.D.	Medicine/Hematology/Oncology	The Oncology Institute of Hope and Innovation	Voluntary Resignation
13	Roose	Joshua	D.O.	Ambulatory Care/Primary Care	UMC Southern Highlands	Voluntary Resignation

14	Singh	Naresh	M.D.	Medicine/Pulmonary Medicine	Adult Health & Wellness Center	Voluntary Resignation
15	Taha	Ammar	M.D.	Radiology/Teleradiology	Medicus Healthcare	Voluntary Resignation
16	VanDerVeer	Seth	D.O.	Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
17	Watters	Peter Andrew	PAC	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Hospital	Voluntary Resignation

M. OFF-CYCLE PINK

1	Danish	Charles	D.O.	Medicine/Internal Medicine	Platinum Hospitalist
2	Ganesan	George	M.D.	Surgery/Urology	Children's Urology Associates
3	Hamilton	Timothy	M.D.	Surgery/CVT	Nevada Heart and Vascular
4	Haq	Ali	M.D.	Medicine/Internal Medicine	Platinum Hospitalist
5	Sankaran	Sundar	M.D.	Medicine/Nephrology	NKDH
6	Swanson	Riley	PAC	Orthopaedic Surgery	Desert Orthopaedic Center

N. ADJOURNMENT

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF OB/GYN
DELINEATION OF PRIVILEGES
NAME: _____

☐ **Initial Application**
☐ **Reappointment**
☐ **Additional Privilege**

Effective FROM: _____ TO: _____

GYNECOLOGY CONSULTATIVE SERVICES (REQUIRED FOR ALL LABORISTS ONLY)			
PRIVILEGE	**SPECIAL REQUIREMENTS**	**R=REQUESTED**	**A=APPROVED**
Assess, stabilize, provide consultation, and determine disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services.			

Qualifications for Gynecology Surgery Assist CORE:

Eligibility Criteria: To be eligible to request **CORE** clinical privileges in Gynecology Surgery Assist, the applicant must meet the following minimum criteria:

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

Minimal Formal Training: Must have completed an approved ACGME or AOA residency in Obstetrics and Gynecology,
AND
Current board certification or active candidate status in Obstetrics and Gynecology is required. Achieve certification within eight (8) years of becoming eligible AND continue to meet MOC requirements as defined and required by the American Board of Obstetrics and Gynecology, or the American Osteopathic Board of Obstetrics and Gynecology

Experience: Applicants for initial appointment must be able to demonstrate provision of care, reflective of the scope privileges requested, as a gynecological surgical assistant for at least ten (10) procedures in the past 24 months from a CMS approved accrediting organization.

Reappointment: To qualify for the renewal of privileges, applicants must demonstrate current competence reflective of the scope of privileges requested as a gynecological surgical assistant for at least ten (10) procedures over the past 24 months, with acceptable outcomes. Ongoing evaluation results should support the ability to perform the requested privileges
AND
Maintain current board certification by the American Board of Obstetrics and Gynecology OR a continuous member of the Department prior to 2021who completed an approved ACGME or AOA residency prior to June 2014 must provide twenty (20) hours of CME within the last 24 months at reappointment if they are not Board-eligible or Board-certified.

DRAFT

GYNECOLOGY SURGERY ASSIST CORE (NOTE: REQUESTING THIS PRIVILEG PROVIDES NO ADMITTING PRIVILEGES)			
PRIVILEGE	**SPECIAL REQUIREMENTS**	**R=REQUESTED**	**A=APPROVED**
Routine diagnosis and therapy with minimal threat to life. Assist in gynecologic surgery.			

Special Non-Core Privileges

Special Non-Core Privileges in the Department of OB/GYN are defined as high-risk, problem-prone, or new technologies that are not routinely part of Obstetrics/Gynecology practice.

Eligibility Criteria: To be eligible to request special privileges, the applicant must meet the minimum criteria for CORE privileges in addition to those stated, with the following. All case requirements below must be inpatient from a CMS approved accrediting organization unless otherwise noted.

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Sacrospinous Suspension (includes vaginal suspension, any method)	Initial and renewal: 3 cases within the past 24 months.		

DRA

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Policies and Procedures**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the UMC Governing Board approve the UMC Policies and Procedures Committee's activities of February 2, 2026 and March 4, 2026, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board shall approve the February 2, 2026 and March 4, 2026, including the recommended creation, revision, and/or retirement of UMC policies and procedures.

Cleared for Agenda
April 29, 2026

Agenda Item #
5

March 4, 2026 Hospital Policy / Procedure Committee
As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.
Total of 55 Approved, 3 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Electronic Order Set - Request, Implementation and Review	Revised	Approved as Submitted	Updated to reflect current process. Down Time procedures included. Vetted by Order Set Committee.
Transfer and Transport of an Inpatient	Revised	Approved as Submitted	Policy revised for current process. Vetted by Clinical Leadership.
Post-Cardiac Arrest Prognostication - Adult	Revised	Approved as Submitted	Verbiage added in NSE to "probable "poor neurological outcome, and updated the reference to the 2025 AHA guidelines. Vetted by Critical Care Director and ACNO.
Animal Bite Protocol	Revised	Approved as Submitted	Updated Animal Control Bite Report attached. Vetted by Director of Ambulatory Care.
Enterprise Physicals Clinic Workflow	Revised	Approved as Submitted	Added assumptions based on contractual needs and Team members' need-to-know basis, like employer access to EPIC Care Link. Access to the patient records via My Chart. Added some detail to clarify visit types. Vetted by Ambulatory Care Director.
Just Culture – Response to Safety Events	New	Approved as Submitted	Removed reference to Safety Intelligence and replaced with patient safety event reporting system. Minor grammatical changes. No content change. Vetted by Director of Patient Safety.
Coding – Continuing Education (CE) Accumulation	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Assistant Director of Coding and CDI, HIM Director and CFO.
Geriatric Trauma Treatment Guidelines	Revised	Approved with Revisions	Added FRAIL Score to Epic SMARTPHRASE. Removed "Trauma MOI admitted to any ICU." Reviewed with stakeholders and by G60 Operational Committee. Vetted by Trauma Clinical Manager, Critical Care Director Trauma and ACNO.
Adult Whole Blood Massive Transfusion Guideline in Trauma Patients	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Whole Blood Subcommittee of Transfusion Safety Committee, Trauma Program Manager, Critical Care Director and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Pediatric Anticoagulation Reversal Guideline	New	Approved as Submitted	Scheduled review, no changes. Vetted by Trauma Program Manager, Critical Care Director and ACNO.
Interfacility Transfer of Trauma Patients	New	Approved as Submitted	Scheduled review, no changes. Vetted by Trauma Program Manager, Critical Care Director and ACNO.
Trauma Team – Full Activation Criteria	New	Approved as Submitted	Added "advanced airway placement" to Physiologic Criteria. Vetted by Trauma Program Manager, Critical Care Director and ACNO.
Guidelines for Burn and Anesthesia	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager, Burn Medical Director, Critical Care Director and ACNO.
Trauma-Burn Privileges	New	Approved as Submitted	New policy. Vetted by Burn Program Manager and Burn Program Medical Director.
Burn Registry Use, Inclusion and Exclusion Criteria	New	Approved as Submitted	New policy. Vetted by Burn Program Manager and Burn Program Medical Director.
Adult Burn Care Pain and Anxiolysis Serial Procedure Management	New	Approved as Submitted	New policy. Vetted by Burn Multidisciplinary Team and ACNO.
Pediatric Burn Continuum of Care	New	Approved as Submitted	New guideline – "Cheat Sheet" transitioned to formal guideline. Vetted by Burn Program Manager, PICU and Burn Medical Director.
Burn Care Unit, Criteria for Admission, Triage, And Discharge	Revised	Approved as Submitted	Section I. e. changed verbiage to "guidelines for referral and transfer, such as" and updated referral and admission criteria to reflect current ABA guidelines. Section III. Action 2. Added "c. Other non-infected patients" Section IV 3. Changed "any non-burn patient that" to "patient that does not meet the above criteria who" Section V. Follow Up Care a. changed "Unit" to "Outpatient Clinic" Updated expired references links. Vetted by Clinical Manager, Critical Care Director and ACNO.
Dressing Change Guideline for Pediatric Burn Patients	Revised	Approved as Submitted	Removed old process under Outpatient section and added "This process is dynamic; please refer to the Pediatric Burn Continuum of Care Guideline for the most up to date process." Vetted by Burn Managers, Critical Care Director and ACNO.
Early Enteral Feeding for Large Burn Patients – Adults	Revised	Approved with Revisions	Removed "Start large burns on oxandrolone provided LFTs are normal" and replaced with "Propanolol may be started in appropriate patients". Vetted by Burn Managers, Critical Care Director and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
PICU Involvement on Pediatric Burn Admissions	Revised	Approved as Submitted	Scheduled review. No changes. Reviewed by Burn Managers, Critical Care Director and ACNO.
Burn Activation	Revised	Approved as Submitted	All references to "ED Physician", "Pediatric ED Physician", and "Trauma Resuscitation" updated to "Trauma Emergency Medicine Attending", "Pediatric Emergency Medicine Attending", and "Trauma Emergency Department, respectively. Vetted by Burn Manager, Critical Care Director and ACNO.
Outpatient Follow-up Before Grafting Checklist	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Managers, Critical Care Director and ACNO.
Consultation for Outpatient Burn - Doctor Referrals	Revised	Approved as Submitted	Added the Therapeutic Plan and removed the order set. Reviewed by Burn Medical Director, Burn Program Managers, Critical Care Director and ACNO.
Provider's Orders for the Outpatient Burn Clinic	Revised	Approved as Submitted	Scheduled review, minor change and added the Therapy Plan. Vetted by Burn Managers, Critical Care Director and ACNO.
Care of the Patient With An Ostomy	Revised	Approved as Submitted	Updated references. Vetted by Burn Care Manager, Critical Care Director and ACNO.
Physician Owned Distributorship	Revised	Approved as Submitted	Scheduled Review. Changed manual from Compliance and Privacy to Compliance only. Changed Scope form Hospital-Wide to Organization-Wide. Reviewed references. Minor formatting changes. Vetted by Compliance Officer.
Identity & Authority for PHI Releases	Revised	Approved as Submitted	Scheduled review. Changed manual from Compliance/Privacy to just Privacy. References reviewed. Minor technical and editorial revisions were made to improve clarity and consistency. No substantive changes were made to the policy's purpose, scope, or compliance requirements. Vetted by Privacy Officer.
Patient Requests for Confidential Communications	Revised	Approved as Submitted	Routine Review. Form reference regulations reviewed. Vetted by Privacy Officer.
State Law Preemption and HIPAA	Revised	Approved as Submitted	Scheduled Review. Manual changed from Compliance and Privacy to just Privacy. Regulator Reference reviewed. Vetted by Privacy Officer.
UMC Organized Health Care Arrangement (OHCA)	Revised	Approved as Submitted	Scheduled review. Manual changes from Compliance/Privacy to just Privacy. References reviewed. Minor editorial revisions were made to this policy. These changes are administrative

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			in nature and do not alter the intent, scope, requirements, or substantive content of the policy. Vetted by Privacy Officer.
Hardware and Electronic Media Movement Tracking	New	Approved as Submitted	Required as part of the yearly HIPAA Information Technology Risk assessment. Vetted by Information Security Officer.
Security Risk Management – Information Technology	New	Approved as Submitted	Re-aligned with new current Information Technology Risk standards. Vetted by Information Security Officer.
Workstation Physical Safeguards	New	Approved as Submitted	Required as part of the yearly HIPAA Information Technology Risk assessment. Vetted by Information Security Officer.
Information Security	New	Approved as Submitted	Update to current compliance and security frameworks. Vetted by Information Security Officer.
Technical and Non-Technical Evaluation Program	New	Approved as Submitted	Required as part of the yearly HIPAA Information Technology Risk assessment. Vetted by Information Security Officer.
Employees Use of UMC Guest Wireless Services	Revised	Approved as Submitted	Slight modifications to incorporate security operations. Vetted by Executive Director of Information Technology.
Password Management	Revised	Approved as Submitted	Minimum length extended and password expiration removed unless compromised. Vetted by Executive Director of Information Technology.
Appropriate Internet Use	Revised	Approved as Submitted	Added provision for AI. Vetted by Executive Director of Information Technology.
Code White Pathway for ED and Inpatients	Revised	Approved as Submitted	Updated Title to delineate Adult Pathway. Updated monitoring parameters to be in alignment with current practice/Epic order set. Incorporated management of angioedema into the Code White Policy per surveyor's request. Updated the Code White ED response team to reflect current practice. Vetted by Stroke Program Coordinator and ACNO.
Courier Service	Revised	Approved with Revisions	Enhanced procedures for compliance, documentation, emergency routing, and accountability. Vendor change. Vetted by Supply Chain Services Director and CFO.
Medical Staff Professional Code of Conduct	Revised	Approved as Submitted	Added Acceptable Values to Incident Classification Categories to reflect documentation in the Report Cards. Vetted by Director and Executive Director of Medical Staff.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Ambulatory Wellness Center-Human Immunodeficiency Virus (HIV) Screening Guidelines	Revised	Approved as Submitted	Merging two policies into one that covers the entirety of Ambulatory, including the Wellness Center. Vetted by Ambulatory Clinical Manager/Wellness, Wellness Center Medical Director and Executive Director PAS & Ambulatory Care.
Family and Medical Leave	Revised	Approved as Submitted	Formatting, updated "FMLA Source" to "TPA," updated EO Program Staff, and added DOL guidance about sufficient medical documentation. Vetted by Human Resources Manager Human Resources Director and Chief Human Resources Officer.
Recruitment and Selection Program	Revised	Approved as Submitted	Revised H(4) – to address background and drug testing requirements a new hire whose start date is more than 90 days out. Vetted by Chief Human Resources Officer.
Position Classification and Compensation Plans	Revised	Approved as Submitted	Modified Section F(1) to account for internal equity and other objective factors when determining a promotional increase. Vetted by Chief Human Resources Officer.
Code Pink (Infant/Pediatric) Prevention and Response	Revised	Approved as Submitted	Removed verbiage to ERP binder. Expanded on information for "All Other Employees" Revised bullet #8 Public Relations. Vetted by Director of Public Safety.
Adult Pneumococcal Influenza Vaccination Standing Order	Revised	Approved with Revisions	Updated references. Editorial changes for clarity. Removed vaccine assessment at discharge since this is not part of current nursing workflow. Changed nursing assessment for vaccination status to be for patients ≥ 18 years to reflect current nursing workflow. Added VIS date as part of EHR documentation. Added language stating that patients can opt out of transmitting vaccine administration data to WebIZ. Vetted by Director of Pharmacy.
Management of Patients on Anticoagulation Therapy	Revised	Approved as Submitted	Scheduled review. No changes. Vetted by Director of Pharmacy.
Infection Prevention/Control Risk Assessment & Plan	Revised	Approved as Submitted	Scheduled 2026 review and evaluation and update to annual plan. Vetted by Director of Infection Prevention and Infectious Disease Medical Director.
Magnetic Resonance Imaging Safety	Revised	Approved as Submitted	Updated to reflect current practice. Vetted by Director of Imaging Services.
Radioactive Pharmaceutical Injections	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Imaging Services.

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Pregnancy Testing and Radiation Protection	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Imaging Services.
Restraints	Revised	Approved as Submitted	Updated to include definition for prolonged use of restraints; updated reference to DNV. Vetted by CQPS.
Suicide, Self-Harm, or Homicidal Ideation Screening, Assessment, and Management	Revised	Approved as Submitted	Revised to more clearly define/align with DNV standards including the screening, assessment, observation, and monitoring process. Allows for deferment of the assessment for those patients unable to answer and documentation expectations. Updated definitions; references. Vetted by CQPS.

February 4, 2026 Hospital Policy / Procedure Committee
As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.
Total of 148 Approved, 8 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Nutritional Screening, Assessment, Intervention, Monitoring and Evaluation	Revised	Approved as Submitted	Updated reassessment and follow-up guidelines. Vetted by Food Services, Clinical Nutrition Manager and Support Services Executive Director.
Borrowing/Loaning of Medications	Revised	Approved as Submitted	Removed statement that UMC will not lend medication that is subject to a REMS program, such as Soliris. Vetted by Director of Pharmacy.
Naloxone Nasal Spray Dispensing in Conjunction with the Southern Nevada Health District	Revised	Approved as Submitted	Updated scope to "system wide", updated documentation requirements for individuals who are not currently patients, and minor grammatical changes. Vetted by Director of Pharmacy.
Medication Management Surveys	Revised	Approved as Submitted	Changed from a guideline to a policy. Minor wording changes. Vetted by Director of Pharmacy.
Antimicrobial Stewardship	Revised	Approved as Submitted	Scheduled review; minor clerical changes. Vetted by Director, Pharmaceutical Services; Pharmacy Clinical Specialist, Infectious Disease.
Soliris/Ultomiris Risk Evaluation and Mitigation Strategy (REMS)	New	Approved as Submitted	New policy to clarify REMS process and requirements. Vetted by Director of Pharmacy Services.
Time-Critical Scheduled Medications	Revised	Approved as Submitted	Scheduled review; no changes. Vetted by Pharmacy Director.
Pharmacy Department Compliance with NRS/NAC	Revised	Approved as Submitted	Scheduled review; no significant changes. Vetted by Pharmacy Director.
Drug Samples	Revised	Approved with Revisions	Added the policy and procedure for drug samples in the Wellness Center. Vetted by Director of Pharmacy, Wellness Center Manager, Wellness Center Medical Director.
IV Room Environmental Monitoring Procedures	Revised	Approved as Submitted	Added pressure differential requirements for HD Compounding Rooms. Added location for recordkeeping. Added to definitions. Combined with Continuous Pressure Monitoring Policy. Vetted by Director of Pharmacy.
Aseptic Manipulation Competency Evaluation in the Sterile Compounding Area	New	Approved as Submitted	Updated according to USP 797 2022 guidance. Refined for clarity. Vetted by Pharmacy Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Assessment of Pain Management Competency	New	Approved as Submitted	Updated the section on maintaining competency. Vetted by Pharmacy Director.
Assessment of Parenteral Nutrition Competency	New	Approved as Submitted	Scheduled review. No changes made. Vetted by Pharmacy Director.
Conversion of Enteral Medications to the Appropriate Dosage Form and Route	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Pharmacy Director.
Maintenance and Use of Laminar Airflow Workbench	Revised	Approved as Submitted	Updated scope to specify pharmacy personnel. Added terminal clean. Updated references. Formatting changes. Vetted by Pharmacy Director.
Parenteral Nutrition	Revised	Approved as Submitted	Revised formatting. Added due time for initial PN consult to be received for a patient to receive a PN the same day as the initial consult as a consequence of PN being prepared offsite. Injectable lipid emulsion changed to intravenous lipid emulsion in the neonate section to match language in the Neonatal Parenteral Nutrition guidance document. Vetted by Pharmacy Director.
Compounded Sterile Product Handling	Revised	Approved as Submitted	Added fact that no medications would be added to existing bags. Added information about appropriate container closure systems and tamper evident closures. Replacing Compounded Sterile Product Delivery Procedure policy. Vetted by Director of Pharmacy.
IV Room Hand Hygiene and Garbing	Revised	Approved as Submitted	Updated Scope. Updated with USP <797> 2022 recommendations, including more details about risk of contamination, details related to hand hygiene/garbing of hazardous medications, general clarifications. Vetted by Director of Pharmacy.
Daily and Monthly Cleaning and Maintenance Requirements in the Sterile Compounding Area	Revised	Approved as Submitted	Updated to reflect USP 797 and USP 800. Added table summarizing frequency of cleaning and disinfecting. Updated cleaning documentation to be maintained electronically. Reworded for consistency. Updated Definitions. Updated References. Vetted by Director of Pharmacy.
Medication Formulary Systems	Revised	Approved as Submitted	Added language regarding formulary process for outpatient procedural areas. Vetted by Pharmacy Services Director.
Look Alike/Sound Alike Drugs (LASA)	Revised	Approved as Submitted	Removal of pneumococcal vaccines based on formulary changes; addition of drugs based on identified risks at UMC. Vetted by Pharmacy Services Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Drug Outdates	Revised	Approved as Submitted	Added definition of short-dated products. Updated procedure to align with current practice. Vetted by Director of Pharmacy.
Reissuing of Medications	Revised	Approved as Submitted	Scheduled review; no changes. Vetted by Director of Pharmacy Services.
Drug Recalls	Revised	Approved as Submitted	Added statement addressing patient-level recalls. Added definitions. Minor grammatical edits. Vetted by Director of Pharmacy.
Unit-Dose Packaging	Revised	Approved as Submitted	Removed information about compounding and other areas not relevant to the unit-dose packaging. Grammar edits. Vetted by Director of Pharmacy.
Hazardous Drug Spill Management	Revised	Approved as Submitted	Changed title from "cytotoxic" to "antineoplastic" based on USP 800 definitions. Changed the chart to include only medications that are subject to this policy. Reformatted policy and added additional details. Vetted by Director of Pharmacy.
Environmental Monitoring and Testing for Infection Control	Revised	Approved as Submitted	Policy review, no change in content, few grammatical changes. Vetted by Director of Infection Prevention and Control and Medical Director Inpatient & Outpatient Infectious Disease Services.
Bloodborne Pathogen Exposure Control Plan (ECP)	Revised	Approved as Submitted	Yearly review minimal changes grammar and formatting: Hepatitis B vaccination and BBP exposure education are for ALL employees. Vetted by Infection Control/Employee Health and Medical Director Inpatient & Outpatient Infectious Disease Services.
Grant Applications and Awards	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Assistant Controller, Controller and CFO.
Ambulance Transports (Ground & Air)	New	Approved as Submitted	New policy. Vetted by Revenue Integrity Analyst, Compliance/Privacy Officer, Director Patient Accounting and Revenue Integrity and Director Clinical Support Services.
Use of the Outpatient in a Bed Status	New	Approved as Submitted	New policy. Vetted by Director Patient Accounting and Revenue Integrity and CFO.
Rehab - Staffing and Productivity	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Rehab Services Manager & ACNO.
Rehab - Acute Care Documentation Pain Assessment	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Rehab Services Manager and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Anticoagulation Reversal Guideline	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Trauma Program Manager, Clinical Director Critical Care Services and ACNO.
Treatment Guidelines for Orthopaedic Injuries	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Trauma Clinical Manager, Clinical Director Critical Care Services and ACNO.
Temporary Implanted Local Pain Management System	Revised	Approved as Submitted	Reviewed by Dr. Hu, Anesthesia Medical Director and Surgical Services Medical Director. No changes needed.
Patient Requests for Amendment of Health Information	Revised	Approved as Submitted	Manual changed from Compliance and Privacy to just Privacy. Updated Procedure to clarify handling of partial approvals/partial denials of amendment requests. Added language to confirm that HIMD will amend the accepted portion and issue a written denial for any denied portion. Clarified originator availability consideration for amendments to records not created by UMC and added retention documentation reference consistent with HIPAA documentation requirements. Vetted by Privacy Officer.
PHI Disclosure Accounting	Revised	Approved as Submitted	Updated the policy manual designation from "Compliance and Privacy" to "Privacy." Updated the policy manual designation and clarified that the Privacy Office is the central unit responsible for receiving, reviewing, and fulfilling patient requests for an Accounting of Disclosures, including a requirement that all requests be forwarded to the Privacy Office for processing. Added a Privacy Office review and fulfillment workflow to standardize validation of the request, review of the electronic health record accounting report, and review of the patient chart "Media" section for notable disclosures and disclosure logs. Clarified documentation expectations for disclosures that are privacy incidents/misdisclosures and refined the policy's treatment of incidental disclosures and Limited Data Set disclosures to align with HIPAA accounting requirements. Added a reference to the HIPAA fee provision for accountings.
Enhanced Observation and Interventions including the Use of Patient Attendants, TeleSitter Monitoring or	New	Approved as Submitted	Combined the Patient Attendant Utilization Policy and the TeleSitter Continuous Video Monitoring Policy to the Enhanced

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Camera Monitoring and Safety Sitter Observation			Observation and Interventions including the Use of Patient Attendants, TeleSitter Monitoring or Camera Monitoring and Safety Sitter Observation. Removed the initial policies. Vetted by Clinical Director of Medical Surgical Services.
Electronic Health Record Documentation	Revised	Approved as Submitted	Scheduled review. Added updated co-signature requirement per bylaw change. Removed APP definition because all APPs were identified based on documentation and co-signature requirements on documentation grid, per bylaws. Vetted by Medical Staff Services, HIM Manager and HIM Director.
Assessment of Responsibility for Life Safety	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Building Assessment	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Life Safety Drawings	Revised	Approved with Revisions	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
PFI Time Frame	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Maintaining Documentation of State or Local Control Agency Inspections/Approvals	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Removing Life Safety Features	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Maintaining Basic Building Information	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Fire Watch	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Building and Fire Protection Features	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Means of Egress	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Fire and Smoke Protection	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Fire Alarm System	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Fire Extinguisher Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Special Fire Protection Features	Revised	Approved with Revisions	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Building Services	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Decorations, Receptacles and Heating	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Building and Fire Protection Features (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Means of Egress (Ambulatory)	New	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Fire and Smoke Protection (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Fire Alarm Systems (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Providing & Maintaining Fire Extinguishing Systems (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Special Fire Protection Features (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Building Services Protection from Smoke and Fire Hazards (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Decorations, Receptacles, and Heating Devices (Ambulatory)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Building and Fire Protection Features (Business)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Maintains Means of Egress (Business)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Protection from Fire & Smoke Hazards (Business)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Maintaining Fire Alarm System (Business)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Maintaining Fire Extinguishing Equipment (Business)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Testing of Fire Safety Equipment and Building Features	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Design and Installation of Utility Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Design Building Systems and Risk Assessment	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Utility Systems Written Inventory	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Utility Systems Risk Criteria, Inspection, and Maintenance	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Frequencies for Testing New Equipment	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Criteria for Alternative Operations of Utility Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Policy on Inspecting, Testing, and Maintenance	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Labeling Controls for a Partial or Complete Emergency Shutdown	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Utility System Disruptions and Notification	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Electrical Power and Security Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Elevators	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Medical Air System	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Medical Gas	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Natural Gas	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Pneumatic Tube System	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Potable Water Supply	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Steam Boiler	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities Waste Disposal System	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Loss of Utilities-Communication Failure	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Loss of Utilities-HVAC Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Utility System Failures Clinical Intervention	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Utility System Failures Clinical Intervention Grid	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Utility System Disruption Response	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Appropriate Ventilation and Air Relationships	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Appropriate Ventilation and Pressurization Rates in Non-Critical Areas	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Mapping the Distribution of Utility Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Medical Gas Storage Rooms and Transportation	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Emergency Power System	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Operating Rooms Wet Location	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Electrical Distribution	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Hospital Grade Receptacles	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Relocatable Power Taps	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Extension Cords	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
General Anesthesia Areas	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Managing Biological Agents	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Emergency Electrical Power Source	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Major Repair and Maintenance of Utility Components	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Inspection of Utility Components Before Initial Use	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Inspection, Testing, and Maintenance of High-Risk Utility Systems/Equipment	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Inspection, Testing, and Maintenance of Infection Control Utility Systems/Equipment for High-Risk Patients	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Inspection, Testing, and Maintenance of Non-Life Support Utility Systems/Equipment	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Line Isolation Monitors	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Meeting Requirements of NFPA 1999-2012	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Battery Powered Lights for Egress	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Uninterruptible Power Supply (UPS)	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Emergency Generator Testing	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Automatic Transfer Switches	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Generator Fuel Quality	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Emergency Generators – 4 Hour Testing	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Management of Gas Storage	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Inspecting, Testing, and Maintaining Piped Medical Gas Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Bulk Oxygen	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Testing of Piped Medical Gas	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Identification and Accessibility of Shut Off Valves for Piped Medical Gas and Vacuum Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Hospital Meets all other NFPA 99-2012 Requirements Related to Gas and Vacuum Systems	Revised	Approved as Submitted	Scheduled review with no significant changes. Vetted by Facilities Maintenance Director.
Resident Due Process	Revised	Approved as Submitted	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Impairment	Revised	Approved as Submitted	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Student Clinical Experience	Revised	Approved as Submitted	Revised to reflect current practice on badge issuance and if applicable to discipline requirements. Vetted by Director Professional Practice, Disease Specific, Tranquility & Educational Services.
Medication Before Anesthesia Recommendations	New	Approved with Revisions	New Policy. Vetted by Chief of Anesthesia-Medical Director and Clinical Manager Pre-Op/ PACU/ PAT.
GLP-1 Patients, Eating and Drinking Before Your Procedure	New	Approved with Revisions	New Policy. Vetted by Chief of Anesthesia-Medical Director and Clinical Manager Pre-Op/ PACU/ PAT.
Application of Topical Anesthetic to Lacerations in the Pediatric Emergency Department	Revised	Approved with Revisions	Rearranged the Exclusion Criteria for better understanding. Updated the reapplication time per Dr. Trautwein. Vetted by Peds ED Supervisor, Critical Care Services Director, ACNO and Pediatric ED Medical Director.
Pediatric Cervical Spine Imaging	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PICU Clinical Manager, Maternal Child Services Director, ACNO, PICU attendings and Trauma Coordinator.
Respiratory - Invasive and Non-invasive Ventilation Guidelines	Revised	Approved as Submitted	Reviewed. No updates required. Vetted by Director of Respiratory Services and ACNO.
NICU / PICU – RAM Cannula	Revised	Approved as Submitted	Annual review. Updated language to remove the word incubator and replace with isolette. No other changes. Vetted by Director of Respiratory Services and ACNO.
Respiratory Disaster Notification Plan	Revised	Approved as Submitted	Annual review. No changes necessary. Vetted by Director of Respiratory Services and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Respiratory - Continuous Medication Aerosol Delivery Devices	Revised	Approved as Submitted	Reviewed. Change of language to remove reference to a specific manufacturer's syringe pump and changed to hospital approved syringe pump. Discussed with Director of Pharmacy for removal of language discussing specific process related to medication concentrations in orders. Felt language was not necessary in this policy. Vetted by Respiratory Services Director and ACNO.
Respiratory - The Use of Aerosolized Pharmaceuticals and Medication Compliance	Revised	Approved as Submitted	Reviewed. Added language related to pharmacy converting MDI orders to nebulized medication. Also, clarified pharmacy to be contacted for any non-formulary respiratory medications. Vetted by Respiratory Services Director and ACNO.
Respiratory Lab - Blood Gas Reportable Ranges, Critical Values, Reference Ranges and Manufacture Ranges	Revised	Approved as Submitted	Reviewed. Updated only to reflect the low range glucose of <45 to align with UMC glucose reporting policy. No other changes. Policy in accordance with CAP requirements. Vetted by Respiratory Services Director and ACNO.
Cardiac Cath – Power Injector	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Cardiopulmonary Services and ACNO.
Cardiac Intermediate Care Unit (CIMC) Criteria for Triage, Admission and Discharge Guideline	Revised	Approved as Submitted	Scheduled review. Minor changes to wording to further delineate IMC/Stepdown level of care. Bipap support/O2 therapy requirements revised, and language regarding patients who are not donor/no advance measures exclusion language removed. Vetted by Director Critical Care Services, Critical Care Committee and ACNO.
Intermediate Care Unit (3 South & 3 West) Criteria for Triage, Admission and Discharge Guideline	Revised	Approved as Submitted	Minor changes to wording to further delineate IMC/Stepdown level of care. BIPAP support /O2 therapy requirements Language revised and vetted per MICU medical director. Language regarding patients who are not donor/no advance measures exclusion language removed. Vetted by Manager of Stepdown unit/Director Critical Care Services, Critical Care Committee and ACNO.
Standards of Basic Nursing Care-Intermediate Care (IMC)	Revised	Approved as Submitted	Updated to align and stratify standards with national critical care standards. Reassessment frequency, tables updated. Revised language regarding patients requiring telemetry/rhythm verification. Added End-Tidal CO2 monitoring and PCA policy hyperlink. Vetted by Critical Care Director, ACNO and Critical Care Committee.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Newborn Hearing Screen	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by NICU Clinical Manager, Maternal Child Services Clinical Director and ACNO.
Neonatal Resuscitation	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by NICU staff, Maternal Child Services Clinical Director and ACNO.
Newborn General Care	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by NICU Clinical Manager, Maternal Child Services Clinical Director: and ACNO.
Blood Transfusion Guidelines, Neonatal and Pediatrics	Revised	Approved as Submitted	Scheduled review, no changes. Vetted NICU Clinical Manager, Maternal Child Services Clinical Director and ACNO.
Antenatal Steroids for Patients at Risk for Preterm Delivery	Revised	Approved as Submitted	Updated references. No change in recommendations. Vetted by Perinatal Clinical Manager, Clinical Director Maternal Child, Dr. Adam Levy and Dr. Marsha Matsunaga-Kirgan.
Conditions for Admission to, or Transfer of, a Trauma Patient to a Non-Trauma Surgeon Attending Physician	Revised	Approved with Revisions	Reviewed by physician leadership from Trauma Surgery, Pediatric Hospital Medicine, UMC Hospitalists, and Pediatric Critical Care Medicine. Clarification made to single system/site injuries, verbal handoff, and oral diet/enteral access added.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report of an Emergency Contract Action for HVAC repair**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report on the emergency repairs of the HVAC system at 2040 W. Charleston Blvd.; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5430.011
Fund Center: 999901
Amount: $210,000 fan wall emergency repair
Description: Report of Emergency Contract Actions

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

BACKGROUND:

On March 20, 2026, a component of the HVAC system at 2040 W. Charleston Blvd. failed, resulting in a loss of cooling throughout the building. This building houses various non-clinical and administrative offices for UMC staff. Jones Sheet Metal and Air Conditioning was called out immediately to inspect the HVAC unit and determined that specific parts were required to complete the repair. To ensure the building remained operational while repairs were underway, the vendor secured temporary cooling systems and emergency cranes to lift the temporary AC units to the roof. The temporary units also required emergency electrical connections, ductwork, and temporary connections to the building's chilled water system. This allowed UMC to remain operational for the 4-day period in which the HVAC system was being repaired. The repair of the HVAC system resulted in a $210,000 cost to UMC.

These circumstances meet the definition of an emergency as set forth in NRS 338.011:

> Awarded to meet an emergency which results from a natural or artificially created disaster and which threatens the health, safety or welfare of the public.

In accordance with NRS 338.011 (2), if the public body or its authorized representative determines that an emergency exists, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, he or she shall report it to the public body at its next regularly scheduled meeting.

The report was received by the Governing Board Audit and Finance Committee at their April 22, 2026, meeting.

Cleared for Agenda
April 29, 2026

Agenda Item #
6

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICES AGREEMENT

This Services Agreement, consisting of these terms and conditions, and Exhibit A and B (collectively, the "**Agreement**"), is entered into by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**HOSPITAL**") and Jones Sheet Metal & Air Conditioning ("**COMPANY**"). HOSPITAL and COMPANY are individually referred to herein as a "**Party**" and collectively as the "**Parties**." This Agreement sets forth the terms and conditions upon which COMPANY will provide services for HOSPITAL's project identified on the Proposal submitted by COMPANY (the "**Project**"). Any additional or conflicting terms and conditions appearing on a quotation, proposal or any other document will not be binding upon the Parties.

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

HOSPITAL:

By:_____ 3/31/26
MASON VAN HOUWELING DATE
Chief Executive Officer
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

COMPANY:

By:_____ March 26, 2026
NAME: Cindy Allen DATE
Title: Business Manager/Controller
Address: 1902 Sycamore Trail, Las Vegas, NV 89108

Terms and Conditions

1. **TERM.** The term of this Agreement shall commence on the date of last signature by the Parties below (the "**Effective Date**") and shall continue for a term of one year or Project completion, whichever occurs sooner (the "**Term**").
2. **COMPENSATION.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (please refer to Proposal) for the fixed not-to-exceed fee of **$ 210000.00** Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice/progress bill that has been reviewed and approved by HOSPITAL. HOSPITAL may subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY. Invoices/progress bills shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
3. **RESPONSIBILITY OF COMPANY**. COMPANY shall follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to facility access, onboarding, and other similar activities, including HOSPITAL's Vendor Access Roles and Responsibilities Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. COMPANY shall take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, state, and local laws, ordinances and codes. COMPANY shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this Section at COMPANY's expense.
4. **SUBCONTRACTS**. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
5. **EQUIPMENT AND MATERIALS**. COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.
6. **TIME SCHEDULE**. Time is of the essence of this Agreement. 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.
7. **TERMINATION**. This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience. This Agreement will terminate automatically if: (i) all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such

proceeding is not dismissed within sixty (60) days; (ii) COMPANY is adjudged bankrupt; or (iii) the provisions of NRS 338.130 are not complied with by COMPANY. Any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Agreement void.

8. **BUDGET ACT/FISCAL FUND OUT.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
9. **INSURANCE**. COMPANY represents and warrants that it shall obtain and maintain during the term of this Agreement the following insurance coverages covering COMPANY for any and all claims of any nature which may in any manner arise out of or result from COMPANY's performance: (i) 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; (ii) commercial general liability limits of no less than $1,000,000 combined single limit per occurrence, $2,000,000 general aggregate for bodily injury (including death), personal injury and property damages (must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement); (iii) limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Agreement; and (iv) professional liability insurance in the amount of no less than $1,000,000 aggregate. Failure to adhere this section shall be deemed a material breach of contract. COMPANY shall provide a certificate to HOSPITAL upon request.
10. **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, or return receipt requested, at the addresses listed on page 1 of this agreement.
11. **INDEMNITY.** COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.
12. **GOVERNING LAW/VENUE.** Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the parties agree to submit to non-binding mediation. COMPANY shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this Agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference.
13. **PUBLIC RECORDS.** COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.
14. **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.
15. **MISCELLANEOUS**. 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. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. 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. 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. COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement. 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.

EXHIBIT A
SCOPE OF WORK

JONES HVAC

1902 Sycamore Trail, Las Vegas, Nv 89108
Office 702-884-5831
License # 0019752, Bid Limit $500,000

March 24, 2026

Attn: UMC Engineering
Project: 2040 Fan wall Emergency Repair and Temp Cooling.
PWP-CL-2026-284

Called out on Friday March 20th mid-day to look at the VFD on the fan wall at the 2040 Building AHU 1 because it was not functioning. Inspected the VFD with tech support to find what was wrong with the system; it was then determined the VFD was bad.

Facility requested to have emergency temporary cooling system installed to help maintain cooling capability to ensure the building remained operational.

Located 2 water-cooled temp AC units and the supplies needed to sufficiently temper the building.

Set up an emergency crane to lift the temp AC units, temporary hoses, temporary electrical lines and temporary ductwork onto the roof.

Installed the temporary power for the temporary AC units.

Installed 1 new hot tap on the supply side of the chilled water loop with a new gate valve.

Installed 1 new valve on the return side of the chilled water loop.

Installed the temporary hoses to the new valves and connected them to the temporary AC units.

Removed the AHU 1 fresh air louver on the west side of the building to run the temporary ductwork.

Removed the existing fan motors on the air handler to allow air flow through to the building.

Blocked off the existing open plenums in the air handler to make sure as much air as possible was making it sufficiently through the building.

Started the temporary AC units and inspected temperatures in the occupied levels of the building to verify we were cooling the building.

Replacement VFD ordered and priority shipped from the factory for installation.

Includes testing and verification for proper operation of the replacement VFD.

Includes removal of all temporary components for emergency cooling operation.

Temporary components includes ducting, piping and electrical.

Re-install the fan motors in AHU 1.

Install a new fresh air damper at AHU 1.

Set up a crane to remove the temporary AC units and materials.

Insulate all new valves, piping and hot taps.

Verify the unit for proper operation and set it back to auto control mode.

All work performed at the Prevailing Wage rates for each classification.

Not to exceed $210,000.00

EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format attached, for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** of the Effective Date. 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" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

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

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

G. **Commercial General Liability**: Subject to Paragraph 4 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

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

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 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. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.

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

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

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

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center of Southern Nevada, Attention: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

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

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

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

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

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

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

8. Description: Name of Project (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

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

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

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): 03/25/2026

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

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

PRODUCER	CONTACT NAME: Amy Allen
Harris Insurance Services, Inc. 6445 W. Sunset Rd. Ste. 156 Las Vegas NV 89118	PHONE (A/C, No, Ext): (702) 202-6611 FAX (A/C, No): (702) 202-0300 E-MAIL ADDRESS: aallen@hisnv.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Company	10833
INSURER B : Security National Insurance Company	19879
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Jones Sheet Metal & Air Conditioning Inc., 1902 Sycamore Trail, Las Vegas NV 89108

COVERAGES **CERTIFICATE NUMBER:** CL2611423790 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VIGP032188	01/16/2026	01/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VIFX004532	01/16/2026	01/16/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SNS1555033	04/03/2025	04/03/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate holder is included as additional insured as respects General Liability when required by written contract, subject to policy terms and conditions. Insurance is primary and non contributory. Waiver of subrogation applies when required by written contract as respects General Liability and Workers Compensation, subject to policy terms and conditions.

Endorsement(s): CG2010 0413, CG2404 1219, CG2037 0413, WC000313 0484

CERTIFICATE HOLDER

University Medical Center

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amy Allen

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/3/2025	Policy No.	SNS1555033	Endorsement No.	1
Insured	Jones sheet Metal & Air Conditioning Inc.			Premium $	5,493
Insurance Company	Security National Insurance Company				

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

Policy Number: VIGP032188 **CG 20 10 04 13**
Insured Name: Jones Sheet Metal & Air Conditioning Inc
Number: 43 **Effective Date: 01/16/2026**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
Any person or organization when you have agreed in a written and executed contract prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy Number: VIGP032188 **VE 09 73 04 20**
Insured Name: Jones Sheet Metal & Air Conditioning Inc
Number: 42 **Effective Date: 01/16/2026**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

(1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VIGP032188
Insured Name: Jones Sheet Metal & Air Conditioning Inc
Number: 38

CG 24 04 12 19

Effective Date: 01/16/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VIGP032188
Insured Name: Jones Sheet Metal & Air Conditioning Inc
Number: 44

CG 20 37 04 13

Effective Date: 01/16/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Master Subscription and Services Agreement and Order Form with ZHealth Documentation, 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 Master Subscription and Services Agreement and the Etch for Health System Order Form with ZHealth Documentation, LLC; exercise the extension options and execute future amendments and Order Forms within his yearly delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000714100 Funded Pgm/Grant: N/A
Description: Etch for Health System Subscription Services
Bid/RFP/CBE: NRS 332.115.1(h) – Software
Term: Five (5) years from Go-Live Date with the option to renew every 2-year periods
Amount:

One-Time Professional Services (includes implementation, training, and related services)	$99,000
Travel Expenses	NTE $20,000
Annual Software Licensing Fees	
Year 1	$195,000
Year 2	$200,850
Year 3	$206,876
Year 4	$213,082
Year 5	$219,474
5 Year Total Cost	NTE $1,154,282

Out Clause: In accordance with the Order Form, UMC may terminate for its convenience after two (2) years from the Go-Live Date with a 30-day notice prior to any anniversary period

BACKGROUND:

This request is to subscribe to the Etch for Health System (the "Platform") which is a cloud-based documentation and coding software designed specifically for interventional radiology (IR) and cardiovascular (CV) procedures. It will help UMC and its providers improve coding accuracy by using interactive

Cleared for Agenda
April 29, 2026

Agenda Item #
7

anatomical maps for faster, more accurate documentation. The Platform is primarily a data collection tool that (i) gives physicians the opportunity to enter the procedures, findings, and outcomes seen during an episode of care; (ii) intends to facilitate the documentation of clinical procedures; (iii) provides correct, billable codes matching the documentation to ensure maximum appropriate reimbursement for IR and CV procedures; and (iv) provides real-time coding and a Compliance Center. ZHealth will provide implementation, training, and/or other services as described in the Order Form. Subscription fees are subject to 3% annual increases.

Staff also requests authorization for the Hospital CEO, at the end of the Initial Term, to exercise any of the extension options and execute future amendments and Order Forms within his yearly delegation of authority if deemed beneficial to UMC.

UMC will compensate ZHealth a total NTE amount of $1,154,282 for five (5) years from the Effective Date of the Agreement, with the option to extend every two (2) year periods. After two (2) years from the Go-Live Date, UMC may terminate the Order Form with a 30-day non-renewal notice prior to any anniversary period.

UMC's Support Services Executive Director has reviewed and recommends approval of the Agreement and Order Form. The Agreement and Order Form have been approved as to form by UMC's Office of General Counsel.

The Agreement and Order Form were reviewed by the Governing Board Audit and Finance Committee at their April 22, 2026 meeting and recommended for approval by the Governing Board.

ZHealth
DOCUMENTATION

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (the "**Agreement**") is made and entered into by and between ZHealth Documentation, LLC, a Tennessee limited liability company ("**ZHealth**"), and the entity indicated below, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("**Customer**") as of the Effective Date indicated below (the "**Effective Date**"). This Agreement is comprised of this page (the "**Cover Page**"), the attached General Terms and Conditions (the "**General Terms**"), the Exhibits listed on this Cover Page and attached hereto (each, a "**Exhibit**"), and each Order Form and Statement of Work executed by the parties expressly providing that it is subject to this Agreement, together with all schedules and attachments to the foregoing, each of which is incorporated herein and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed in the General Terms. In the event of a conflict between or among the provisions of the General Terms, an Exhibit, an Order Form, and a Statement of Work, the order of precedence, unless the Exhibit, Order Form, or Statement of Work expressly states otherwise, shall be (i) the General Terms, (ii) the Exhibit, (iii) the Order Form, and (iv) the Statement of Work. If more than one Order Form or Statement of Work has been executed by the parties, reference to "Order Form" or "Statement of Work" in each such Order Form or Statement of Work, as the case may be, shall mean that particular Order Form or Statement of Work, and reference to "Order Form" and "Statement of Work" elsewhere in this Agreement shall mean a particular Order Form or Statement of Work or any or all Order Forms and Statements of Work, as the usage dictates.

Effective Date of Agreement: April 29, 2026 **ZHealth Contract #:** 0905

Customer Name: University Medical Center of Southern Nevada
(Full legal name of Customer)

Customer Address (for notices): 1800 W. Charleston Blvd., Las Vegas, NV 89102
(Physical street address – not P.O. box)
Christopher Jones
(Department / Attention)

Send copies of notices to:
(Leave blank if same as notice address)
1800 W. Charleston Blvd., Las Vegas, NV 89102
(Street address, P.O. box, or e-mail address)
Legal Department
(Department / Attention)

Customer Address (for billing): 1800 W. Charleston Blvd., Las Vegas, NV 89102
(Street address, P.O. box, or e-mail address)
Accounts Payable
(Department / Attention)

Exhibits:
Exhibit A – Hosting Service Level Agreements (SLAs)
Exhibit B – Information Security Requirements
Exhibit C – Insurance Requirements
Exhibit D – BAA
Exhibit E – Travel Policy

ZHealth and Customer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ZHEALTH:		CUSTOMER:	
By		By	
Name	David Zielske	Name	
Title	CEO	Title	

The terms and conditions set forth below are an integral part of the Master Subscription and Services Agreement entered into between ZHealth and Customer:

1. Certain Definitions.

"**Affiliate**" means, as to a party, any other entity that directly or indirectly Controls, is under common Control with, or is Controlled by, such party.

"**Authorized User**" means an employee, individual independent contractor (or employee of a contractor), other member of the workforce (as defined under HIPAA), or credentialed member of the medical staff of Customer or of an Affiliate of Customer who has been duly authorized by Customer to use the Platform.

"**BAA**" means the Business Associate Agreement or addendum set forth or referenced in **Exhibit D** or otherwise executed by the parties, as amended or replaced from time to time, which is incorporated herein and made a part of this Agreement.

"**Business Hours**" means ZHealth's normal business hours (currently 8:00 a.m. to 6:00 p.m. Pacific Time weekdays except business holidays observed by ZHealth).

"**Confidential Information**," that is not a public record pursuant to Nevada law, means any information of any type in any form that (i) is disclosed to or observed or obtained by one party from the other party (or from a person the recipient knows or reasonably should assume has an obligation of confidence to the other party) in the course of, or by virtue of, this Agreement and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary. Without limiting any other provisions of this Agreement, and whether or not otherwise meeting the criteria described herein, the Platform, Customer Data, and the content of this Agreement (other than the fact of its existence and the identities of the parties hereto) shall be deemed conclusively to be Confidential Information. For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include any portion of the foregoing that (A) was in the recipient's possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the other party, (B) was disclosed to the recipient by a third-party not having an obligation of confidence of the information to any person or body of which the recipient knew or that, under the circumstances, the recipient reasonably should have assumed to exist, (C) is or, other than by the act or omission of the recipient, becomes a part of the public domain not under seal by a court of competent jurisdiction, and the term "Confidential Information" specifically shall not include protected health information (as defined under HIPAA), because such information is subject to the provisions of the BAA, or (D) is required to be disclosed by law or regulation. A selection or combination of information will not meet any of the foregoing exceptions solely because some or all of its individual component parts are so excepted and will meet such exception(s) only if the selection or combination itself is so excepted. In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information.

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

"**Customer Data**" means all data entered into the Platform by a Authorized User or uploaded to the Platform by or on behalf of Customer or its Affiliate pursuant to a file transfer, system interface, or other electronic migration of data from another system utilizing a mechanism provided by or on behalf of ZHealth or approved in writing by ZHealth, in each case as such data is maintained in the Platform from time to time.

"**Control**" and its correlatives mean possession, directly or indirectly, of power to direct the management or policies of an entity.

"**Data Breach**" means any unauthorized use or disclosure of Customer Data that is personally identifiable information of a patient of Customer as to which Customer is obligated by applicable law to notify such individual and/or any governmental authority.

"**De-identified Patient Data**" means PHI that has been de-identified in accordance with HIPAA for a purpose authorized by this Agreement in compliance with HIPAA.

"**Designated Support Contact**" means a duly qualified and knowledgeable Authorized User identified to ZHealth by Customer to serve as a liaison between Customer and ZHealth for Platform support purposes; provided, however, that any such person shall be trained or otherwise approved by ZHealth in its reasonable discretion; and provided, further, that no more than a reasonable number of such persons shall be designated at any given time.

"**Documentation**" means all documentation (whether printed or in an electronic format) supplied or made available to Customer by ZHealth for use with or in support of the Platform, including any and all revisions, modifications, and updates thereof as may be

supplied or made available by ZHealth to Customer during the Term and all copies thereof made by or on behalf of Customer.

"**Emergency Suspension**" has the meaning ascribed in Section 3(d).

"**Environment Specifications**" means the specifications for supported internet browsers and other information technology for operating the Platform set forth in the Documentation from time to time.

"**Facility**" means a catheterization lab, operating room, MRI unit, CT unit, ultrasound unit, office-based lab, ambulatory surgery center, or other care procedure unit of (or comprising) a health care facility set forth in the applicable Order Form.

"**Federal Healthcare Program**" has the meaning ascribed in 42 USC § 1320a-7b(f).

"**Functional Specifications**" means the descriptions of features and functions of the Platform as expressly set forth in the applicable Order Form or Statement of Work.

"**Go-Live Date**" means, unless otherwise set forth in the applicable Order Form, the date ZHealth notifies Customer in writing (which may be by e-mail to the System Administrator) that the system interface and implementation services set forth in the applicable Order Form have been completed, is fully operational and the Platform is ready for use by Authorized Users.

"**HIPAA**" means Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services, each as amended from time to time.

"**Hosting Services**" means the provision, administration, and maintenance of servers and related equipment, the provision of bandwidth at the hosting facility, and the operation of the Platform for access and use by Authorized Users pursuant to this Agreement.

"**Idea**" has the meaning ascribed in Section 11(c).

"**Infringement Claim**" means a claim by a third-party other than an Affiliate of Customer, made during the Term, that use of the Licensed Materials in accordance with the terms of this Agreement infringes a United States patent practiced by such party or a United States copyright held by such party or misappropriates such party's trade secrets pursuant to laws of the United States or a state in the United States.

"**License Restrictions**" means, collectively, the limitations on use set forth in set forth in Section 3(a) and, with respect to a given Order Form, the maximum permitted usage capacity and any other limitations and prohibitions on uses of the Platform indicated in such Order Form (if any).

"**Licensed Materials**" means each Platform and the Documentation.

"**Losses**" means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties).

"**Malfunction**" means a reproducible material failure of the Platform, when operated in accordance with the Documentation and in an information technology environment meeting the Environment Specifications, to provide the functionality described in the Functional Specifications or to perform in conformance with any standards and specifications expressly stated therein.

"**Order Date**" means the date set forth as such in the applicable Order Form.

"**Order Form**" means a document entitled as such duly executed by each party that sets forth a term, pricing, and other terms and conditions regarding a Platform or designated modules thereof and related services to be provided by ZHealth to Customer pursuant to this Agreement.

"**Order Term**" means the term of the applicable Order Form as set forth therein.

"**PHI**" means Protected Health Information (as defined under HIPAA) received or accessed by ZHealth from or on behalf of Customer or created, transmitted, or maintained by ZHealth for or on behalf of Customer pursuant to this Agreement.

"**Platform**" means the computer software application identified in an Order Form (limited to the modules thereof specifically identified in the Order Form, if any), provided as a software-as-a-service (SaaS) platform, along with any associated database structures and queries, user interfaces, system interfaces, tools, and the like, together with any and all revisions, modifications, and updates thereof, all as are made available to Customer by ZHealth from time to time pursuant to this Agreement.

"**Problem Report**" means a written report delivered to ZHealth by Customer describing in reasonable detail a suspected Malfunction.

"**Professional Services**" has the meaning ascribed in Section 4(a)(i).

"**Reasonable Workaround**" means a procedure of which ZHealth has informed Customer that is reasonable under the circumstances and sufficient to alleviate any substantial adverse effect of a Malfunction on the utility of the Platform.

"**Sensitive Health Information**" means (i) patient information that is subject to protections or restrictions under HIPAA that are greater than those generally applicable to protected health information (as defined under HIPAA), including psychotherapy notes (as defined under HIPAA), or (ii) patient information that is subject to protections or restrictions under other federal and/or state laws (other than breach notification laws), including information that is subject to the protections of the Drug Abuse Prevention, Treatment, and Rehabilitation Act (42 U.S.C. 290ee-3) and regulations promulgated thereunder at 42 C.F.R. Part 2.

"**Statement of Work**" means an addendum to this Agreement duly executed by each party that sets forth requirements, pricing, and other respective responsibilities of the parties as to implementation, interface development, and other project services to be provided by ZHealth to Customer pursuant to this Agreement.

"**System Administrator**" means the individual(s) identified as such in the applicable Order Form or such substitute(s) designated by Customer in accordance with ZHealth's then-current procedures thereof; provided, however, that no more than a reasonable number of such persons shall be designated at any given time.

"**Term**" has the meaning ascribed in Section 2.

"**Usage Data**" means statistical information regarding Authorized Users' use of the Platform to the extent such information reasonably cannot be used to identify Customer, any Affiliate of Customer, any Authorized User, any patient of Customer, or any other individual and makes no use of PHI.

2. Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall continue until the termination or expiration of the last Order Form. The term of an Order Form shall be as set forth therein (or, if no term is so set forth, until the first anniversary of the Order Date).

3. License to Customer.

(a) Use of Platform by Authorized Users. Subject to terms and conditions of this Agreement, ZHealth grants to Customer a non-exclusive, non-transferable (except as otherwise provided herein) license during the Term as follows, in each case subject to the applicable License Restrictions:

(i) for Authorized Users to access and use the Platform solely with regard to and solely for the internal business purposes of the Facilities;

(ii) for Authorized Users to use the Platform in furtherance of system implementation, maintenance, and technical support thereof; and

(iii) for Authorized Users to copy and use the Documentation in furtherance of the use by such persons of the Platform pursuant to the license granted in this Agreement.

(b) Restrictions. Customer shall not enter, or cause or authorize to be entered, into the platform any Customer Data that is Sensitive Health Information, and except as may be authorized expressly in this Agreement, Customer shall not do, nor shall it authorize any person to do, any of the following: (i) use the Licensed Materials for any purpose or in any manner not specifically authorized by this Agreement; (ii) make any copies or prints, or otherwise reproduce or print, any portion of the Licensed Materials, whether in printed or electronic format; (iii) distribute, republish, download, display, post, or transmit any portion of the Licensed Materials; (iv) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble any Licensed Materials that is computer software; (v) modify, adapt, translate, or create derivative works from or based upon any part of the Licensed Materials, or combine or merge any part of the Licensed Materials with or into any other software, document, or work; (vi) refer to or otherwise use any part of the Licensed Materials as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of the Licensed Materials; (vii) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Licensed Materials, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of, obscuring any of the foregoing or confusing an Authorized User as to ZHealth's rights in the Platform, (viii) fail to preserve all copyright and other proprietary notices in any copy of any portion of the Licensed Materials made by or on behalf of Customer; (ix) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third-party any right to possess or utilize any portion of the Licensed Materials without the express prior written consent of ZHealth (which may be withheld by ZHealth for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as ZHealth in its sole discretion deems desirable); (x) use the Licensed Materials to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this Agreement; (xi) knowingly use the Platform to store, receive, or distribute any information that violates any applicable law; or (xii) attempt to do or assist any party in attempting to do any of the foregoing.

(c) Third-Party Components. Customer acknowledges that portions of the Platform are licensed to ZHealth by third parties, including pursuant to open source licenses. The license granted to Customer under this Agreement is subject to the terms and conditions of ZHealth's agreements with such third parties, including such open source licenses, set forth or referenced in the "About" portion of the Platform; provided that no such thirty-party terms and conditions shall apply to Customer if in conflict with Customer's obligations under applicable state law.

(d) Emergency Suspension. Any provision of this Agreement to the contrary notwithstanding, ZHealth may suspend or limit use of the Platform to the extent and for such time as ZHealth reasonably deems necessary or appropriate, but no more than thirty (30) days, with prompt written notice to Customer or any Authorized User: (i) to comply with applicable law, the order of a court or other governmental authority, the request of a law enforcement official or (ii) if ZHealth reasonably believes that (A) use of the Platform by any Authorized User will or could disrupt operation of the Platform, other customers' use of the Platform, or the infrastructure used to provide the Platform, (B) use of the Platform by any Authorized User will or could result in unauthorized access to the Platform or information stored or processed by or through the Platform or there exists a security threat or attack on the Platform or other event that may create a material risk of the foregoing, (C) Customer or a Authorized User is using the Platform for fraudulent or illegal activities, or (D) there exists any other bona fide emergency or reasonable likelihood thereof (any of the foregoing, an "**Emergency Suspension**"). Except for Section 3(d)(C), Customer may terminate this Agreement and seek a pro-rated refund from ZHealth, to be paid in accordance with Section 18(e).

4. Services.

(a) Services Provided. Subject to terms and conditions of this Agreement and provided Customer is not in material breach of its obligations hereunder, ZHealth shall provide the following services during the applicable Order Term:

(i) Professional Services. Subject to Customer's cooperation and assistance as reasonably requested by ZHealth, ZHealth shall provide the implementation, training, and/or other

professional services, if any, described in the applicable Order Form and/or Statement of Work (the "**Professional Services**").

(ii) Hosting. ZHealth shall use reasonable efforts to provide the Hosting Services in accordance with the service levels set forth in **Exhibit A**.

(iii) Support. ZHealth shall provide to Customer's Designated Support Contacts consultation and assistance with operational and technical support issues arising from use of the Platform by Authorized Users during Business Hours, pursuant to requests for support services submitted by telephone, e-mail, or to a web portal at such number, e-mail address, and/or URL as ZHealth shall provide to Customer from time to time. ZHealth shall provide such services as promptly as is reasonably practicable based on priority determined in good faith by ZHealth.

(iv) Maintenance. In response to a Problem Report, ZHealth shall use reasonable timely efforts to correct a reported Malfunction or to provide a Reasonable Workaround provided that Customer assists ZHealth in its efforts by making available, as reasonably requested by ZHealth, information, documentation, access to personnel, and testing. In the event a Malfunction exists due to an error in the Functional Specifications, ZHealth may correct such Malfunction by providing corrected Functional Specifications; provided, however, that no such revision shall eliminate or materially diminish any feature or operational functionality of the Platform described therein as of the Effective Date.

(v) Other Services. ZHealth shall perform such other services related to the Platform as are set forth in the applicable Order Form or Statement of Work. Unless otherwise set forth in the applicable Order Form or Statement of Work, all such other services shall be billed at ZHealth's then current rates which is subject to mutual written agreement.

(b) Supported Use and Environment. ZHealth's support and maintenance obligations pursuant to this Agreement are conditioned upon access to and use of the Platform by Authorized Users in accordance with the Documentation and in an information technology environment meeting the Environment Specifications. Upon reasonable notice to Customer, from time to time, ZHealth may revise the Documentation and the Environment Specifications; provided, however, that no such revision shall eliminate or materially diminish any feature or operational functionality of the Platform described therein as of the Effective Date without the written approval of Customer.

(c) Enhancements. From time to time at its discretion, ZHealth may implement releases of the Platform that contain changes, updates, patches, fixes, enhancements to functionality, and/or additional functionality. ZHealth in its sole discretion will determine whether to include in the Platform, as part of the maintenance services hereunder, features or functionality not originally specified for the Platform, and ZHealth shall have no obligation to disclose or offer to Customer any such features or functionality.

5. Charges; Taxes. Customer shall pay all amounts due to ZHealth pursuant to this Agreement that are not disputed in good faith by notice to ZHealth within the timeframe for such payment (and, upon resolution of any disputed amount, Customer shall promptly pay all such disputed amounts as thereafter are agreed or determined to be owing to ZHealth) in accordance with the payment terms set forth in the applicable Order Form or Statement of Work (or, if no such terms are set forth, within thirty (30) days after the invoice dates thereof). Customer shall make remittances to ZHealth in U.S. Dollars in the manner set forth in the applicable Order Form or Statement of Work or, if no such payment manner is set forth, (a) by check, subject to collection, (b) by wire transfer, ACH, or other electronic funds transfer (initiated by Customer) to a bank account as designated by ZHealth on each invoice or by other notice to Customer, or (c) by bank account auto-draft (initiated by ZHealth) against such bank account as Customer has provided to ZHealth in accordance with ZHealth's then-current procedures thereof), in each of the foregoing cases drawn on a U.S. bank. If the applicable payment method is bank account auto-draft, Customer hereby authorizes ZHealth (or its representative) to initiate on a recurring basis without further notice to Customer all payments due under this Agreement against the bank account so identified by Customer to ZHealth from time to time. Customer shall pay when due (and ZHealth at its discretion may collect and pay on Customer's behalf) all applicable taxes, levies, or assessments based on or in any way measured by this Agreement, the Licensed Materials, and the services provided hereunder, excluding taxes based on ZHealth's net income; provided, however, that if Customer notifies ZHealth in writing that Customer is exempt from paying applicable state, county, city, or other local sales or use taxes, and delivers to ZHealth a copy of Customer's tax exemption certificate or other evidence satisfactory to ZHealth demonstrating such exemption, ZHealth shall not collect and pay such taxes on Customer's behalf except pursuant to an order from a court of competent jurisdiction or notice from such taxing authority. If Customer has notified ZHealth of such a tax exemption, Customer shall notify ZHealth promptly of any change in the status of such exemption.

6. Customer Responsibilities and Acknowledgments.

(a) System Administrator. Customer acknowledges and agrees that the System Administrator, utilizing mechanisms provided within the Platform, will have the sole responsibility for authenticating and provisioning access to the Platform for other Authorized Users and for disabling access to the Platform for Authorized Users. Customer shall cause the System Administrator to perform such authentication in accordance with generally-accepted information security standards and shall cause the System Administrator to disable such access immediately upon the termination of employment or engagement of any Authorized User or when a Authorized User otherwise no longer is eligible to use the Platform pursuant to this Agreement. Customer shall notify ZHealth immediately, by telephone and in writing, to disable access to the Platform for a System Administrator who is so terminated or otherwise no longer is eligible to use the Platform pursuant to this Agreement. The System Administrator also will have responsibility for providing and maintaining configurations and general information in the Platform regarding Customer and, as applicable, its Affiliates.

(b) Account Passwords and Access Controls. Customer shall assign a distinct user ID to each Authorized User. Customer

shall maintain and cause to be maintained the confidentiality of all Authorized User IDs and all Authorized User passwords, including implementing and enforcing policies and procedures as reasonable and appropriate thereto, and Customer at all times shall maintain (and shall cause any Affiliate having Authorized Users to maintain) adequate technical, physical, and administrative safeguards, including access controls and system security requirements and devices, to ensure that access to the Platform by or through Customer is limited to Authorized Users. Customer shall cause its personnel (and those of any Affiliate having Authorized Users) not to share user IDs or passwords. Customer shall be solely responsible for all use or misuse of the user IDs of Authorized Users, and except as otherwise required by applicable law, ZHealth shall have no obligation to monitor for or report any use or attempted use of the user IDs of Authorized Users. All such user IDs and passwords are deemed to be Confidential Information of both Customer and ZHealth.

(c) Customer Connection to Platform. Customer shall be responsible for selecting, obtaining, and maintaining any equipment and ancillary services needed to access and use the Platform, in each case meeting the Environment Specifications.

(d) Customer Data Feeds. Customer shall cooperate as reasonably requested by ZHealth in implementing and maintaining such system interfaces as are necessary for the migration of Customer Data between the Platform and Customer's applicable systems and data repositories, including performing such responsibilities with regard thereto as may be set forth in a Statement of Work. All temporal elements of Customer Data so provided to the Platform shall be in Coordinated Universal Time (UTC) form.

7. Compliance with Laws. It is the intention of the parties to comply with all applicable laws, rules, and regulations, including the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b) and related safe harbor regulations. The parties acknowledge and agree that no consideration received under this Agreement is, or is intended to be, a prohibited payment for the recommending or arranging for the referral of business or ordering of items or services, nor is any such consideration intended to induce illegal referrals of business. Each party agrees to comply with all state and federal laws and regulations applicable to such party with regard to this Agreement, and such party's performance of obligations and exercise of rights hereunder.

8. Books and Records. To the extent required by 42 U.S.C. §1395x(v)(1)(i), ZHealth agrees to make available, upon written request of the Secretary of Health and Human Services, the Comptroller General of the Government Accounting Office, or any of their duly authorized representatives a copy of this Agreement and such contracts, books, documents, and records as are necessary to certify the nature and extent of costs hereunder until the expiration of four (4) years after products and services are furnished under this Agreement. If ZHealth carries out its duties or obligations under this Agreement through a subcontract having a value or cost of $10,000 or more over a 12-month period with a related organization, ZHealth agrees to include this requirement in any such subcontract.

9. Information Security.

(a) Security of Confidential Information. In addition to any other restrictions or obligations imposed at law or provided under this Agreement, ZHealth shall comply with the requirements regarding the safeguarding of Customer Data set forth in **Exhibit B**, and each party possessing Confidential Information of the other party will maintain all such Confidential Information under secure conditions, using the same security procedures used by such party for the protection of its own Confidential Information of a similar kind and in any event not less than reasonable security measures.

10. Confidentiality.

(a) Non-Disclosure Obligation. Except as otherwise may be permitted by this Agreement, neither party shall disclose any Confidential Information of the other party to any person without the express prior written consent of the other party; provided, however, that either party may disclose appropriate portions of Confidential Information of the other party to those of its employees, contractors, agents, and professional advisors having a substantial need to know the specific information in question in connection with such party's exercise of rights or performance of obligations under this Agreement provided that all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence.

(b) Compelled Disclosure. If either party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then such party will not be liable to the other party for disclosure of Confidential Information required by such order if such party complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then such party shall immediately move for or otherwise request a stay of such order to permit the other party to respond as set forth in this paragraph; (ii) such party shall immediately notify the other party in writing of the motion or order by the most expeditious possible means, granting such party up to five (5) business days to respond prior to releasing the requested information for public disclosure; and in the absence of a response from such party, the information will be released with no further liability by the other party; (iii) such party shall not oppose a motion or similar request by the other party for an order protecting the confidentiality of the Confidential Information, including not opposing a motion for leave to intervene by the other party; and (v) such party shall exercise its best efforts to obtain reasonable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(c) Non-Use Obligation. Except as expressly authorized in this Agreement, during the Term or for such period of time as may be imposed by applicable law, neither party shall use any Confidential Information of the other party without the express prior written consent of the other party.

(d) Copying of Confidential Information. Except as otherwise may be permitted by this Agreement, neither party shall copy or otherwise reproduce any part of any Confidential Information of the other party, nor attempt to do so, without the prior written consent of the other party. Any embodiments of Confidential Information of a party that may be generated by the other party, either pursuant to or in violation of this Agreement, will be deemed to be the sole property of the first party and fully subject to the obligations of confidence as set forth herein.

(e) Proprietary Legends. Without the other party's prior written consent, neither party shall remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to the other party's rights.

(f) Reports of Misappropriation. Each party shall immediately report to the other party any act or attempt by any person of which such party has knowledge or reasonably suspects (i) to use, disclose, or copy Confidential Information without authorization from the other party or (ii) to reverse assemble, reverse compile, or otherwise reverse engineer any part of the Confidential Information.

(g) Post-Termination Procedures. Except as otherwise expressly provided in this Agreement, promptly upon the expiration or any termination of this Agreement or other expiration or termination of a party's right to possess and/or use Confidential Information, each party shall turn over to the other party (or destroy and certify the same in writing, if agreed in writing by the other party) any embodiments of any Confidential Information of the other party.

(h) Notwithstanding the foregoing, ZHealth acknowledges that Customer is bound by the Nevada Public Records Law, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and will be governed accordingly.

11. Ownership.

(a) Customer Data. As between ZHealth and Customer, Customer has and retains exclusive ownership of all Customer Data and all intellectual property and proprietary rights therein.

(b) Licensed Materials. As between ZHealth and Customer, ZHealth has and retains exclusive ownership of the Licensed Materials and all intellectual property and proprietary rights therein.

(c) Suggestions and Joint Efforts; Usage Data; De-identified Patient Data. Customer may suggest, and the parties jointly may discover or create, inventions, improvements, discoveries, or ideas (each, an "**Idea**") that ZHealth, at its sole option, may incorporate in the Licensed Materials or in other products or services that may or may not be made available to Customer. Any Idea, whether or not patentable, that is conceived or reduced to practice during the Term of this Agreement arising from or related to this Agreement or the Licensed Materials shall be and remain solely the property of ZHealth. Customer acknowledges and agrees that ZHealth has and retains exclusive and valid ownership of all Usage Data and De-identified Patient Data. Customer hereby assigns to ZHealth, without any warranties whatsoever (all of which, express or implied, are disclaimed) any and all right, title, and interest in and to any Ideas, Usage Data, and De-identified Patient Data. ZHealth will not attempt to re-identify the De-identified Patient Data and will not link the De-identified Patient Data with other datasets for re-identification.

(d) No Other Rights. Except as expressly set forth in this Agreement, Customer shall not obtain any right, title, or interest in or to anything created or developed by ZHealth in connection with or incident to this Agreement or any other tangible or intangible property of ZHealth.

12. License to Use and Disclose Customer Data. Customer grants to ZHealth a non-exclusive, royalty-free license during the applicable Order Term to use (including to create De-identified Patient Data) and disclose Customer Data solely to perform its obligations under this Agreement, including for purposes of monitoring, correcting, and improving the Platform. Customer represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to ZHealth, and for ZHealth to exercise during the applicable Order Term, the license set forth in this paragraph.

13. Representations and Warranties; Disclaimers.

(a) Services. ZHealth warrants that it will perform the Professional Services in a workmanlike manner using duly qualified and experienced personnel. Customer's exclusive remedy and ZHealth's sole liability and obligation for breach of the foregoing warranty shall be for ZHealth, at its election, either to re-perform the Professional Services or to refund any fees paid to ZHealth with respect thereto, to be paid in accordance with Section 18(e).

(b) Exclusion. ZHealth represents to Customer that none of ZHealth, nor any of its directors, executive officers or Affiliates (i) is suspended, excluded, debarred, or otherwise ineligible to participate in any Federal Healthcare Program, (ii) has been convicted of a criminal offense related to the provision of healthcare items or services, or (iii) to ZHealth's actual knowledge, is under investigation pursuant to, and ZHealth has no actual knowledge of any circumstances that may result in exclusion from participation in, a Federal Healthcare Program. ZHealth promptly shall notify Customer in writing of any change in the status of the representations set forth in this paragraph.

(c) Viruses/Malware. ZHealth represents that to its knowledge no Platform contains any computer code designed to disrupt, disable, harm, or otherwise impede the operation thereof or of any associated software, firmware, hardware, computer system, or network (sometimes referred to as "**viruses**," "**malware**," or "**ransomware**"), and each party warrants that it will take commercially reasonable steps to protect against such code infecting or affecting the other's information technology environment (with regard to ZHealth, as to each Platform, and with regard to Customer, as to the Customer Data and any systems of Customer with which a Platform interfaces).

(d) REPRESENTATION AND WARRANTY DISCLAIMERS. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF ZHEALTH SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND ZHEALTH DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LICENSED MATERIALS

OR THE SERVICES HEREUNDER OR ANY PART OF THE FOREGOING, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ZHEALTH KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. ZHEALTH EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN TO CUSTOMER.

(e) Responsibility for Clinical and Treatment Decisions. Customer acknowledges and agrees that (i) the Platform does not make clinical, medical, health care, or other decisions and is not a substitute for a health care provider's professional judgment, (ii) Customer is solely responsible for confirming the accuracy of all Customer Data and for making all medical and treatment decisions affecting patients, (iii) ZHealth is acting solely as an information technology provider and does not purport to be engaged in the practice of medicine or any other professional clinical activity and is not otherwise assuming any responsibility for the scope or quality of health care services provided by Customer to its patients, and (iv) neither ZHealth nor any Affiliate of ZHealth or any employee, contractor, agent, or representative of the foregoing shall have any responsibility of any kind to Customer, any Affiliate of Customer, any patient, or any other persons for health care services provided or not provided to any patient.

(f) Not a Complete Medical Record or History. Customer acknowledges and agrees that the Platform will not contain a complete medical record or history for a patient.

(g) Other Disclaimers. Customer will be exclusively responsible as between the parties for, and ZHealth makes no representation or warranty with respect to, determining whether the Licensed Materials will achieve the results desired by Customer, ensuring the accuracy of any Customer Data, and selecting, procuring, installing, operating, and maintaining the technical infrastructure for Customer's access to and use of the Licensed Materials. ZHealth shall not be liable for, and shall have no obligations with respect to, any aspect of the Licensed Materials that is modified by any person other than ZHealth or its contractors, use of the Licensed Materials other than in accordance with the most current operating instructions provided by ZHealth, Malfunctions or other effects of problems, defects, or failures of software or hardware not provided by ZHealth or of acts or omissions of Customer or any third-party. Customer acknowledges that the operation of the Licensed Materials will not be error free in all circumstances and that all defects in the Licensed Materials may not be corrected.

14. Indemnification.

(a) Infringement.

(i) ZHealth's Indemnity. ZHealth shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective directors, officers, and employees against any final judgment entered in respect of an Infringement Claim by a court of competent jurisdiction and against any settlements arising out of such a claim.

(ii) ZHealth's Mitigation. If an Infringement Claim has occurred or in ZHealth's reasonable opinion is likely to occur, Customer agrees to permit ZHealth, at ZHealth's option and expense, to (A) procure for Customer the right to continue using the Licensed Materials, (B) replace or modify the same so that they become non-infringing but provide Customer substantially similar or better capabilities, or (C) if ZHealth reasonably determines that both of the foregoing are technically impracticable or commercially infeasible, immediately terminate both parties' respective rights and obligations under this Agreement with respect to the infringing Licensed Materials, in which case Customer shall return to ZHealth all copies of such Licensed Materials in its possession or control and ZHealth shall refund to Customer the applicable subscription fees paid by Customer for the then-current applicable Order Term prorated for the portion of such term through the date of such termination, to be paid in accordance with Section 18(e).

(iii) Exceptions. Notwithstanding the foregoing, ZHealth shall have no liability for any Infringement Claim arising from (A) the combination, operation, or use of any Licensed Materials with equipment, devices, or software not supplied by ZHealth if such claim would not be valid but for such combination, operation, or use, (B) modification of any Licensed Materials other than by or on behalf of ZHealth, (C) ZHealth's compliance with Customer's designs, specifications, or instructions, or (D) Customer's use of the Licensed Materials after ZHealth has informed Customer of modifications or changes in the Licensed Materials required to avoid such claims, if such claim would have been avoided by implementation of ZHealth's recommended modifications, and ZHealth has offered to pay Customer's out-of-pocket costs of implementing any such modifications.

(iv) EXCLUSIVE REMEDY. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF ZHEALTH, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO THIRD-PARTY CLAIMS REGARDING INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS AND MISAPPROPRIATION OF TRADE SECRETS.

(b) Data Breach. ZHealth shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective directors, officers, and employees from and against any Losses resulting from a claim of a third-party regarding a Data Breach to the extent caused by ZHealth's negligence or intentional misconduct, breach of the BAA, or violation of applicable law.

(c) Health Care. To the extent permitted or expressly authorized by Nevada law, Customer shall indemnify, defend, and hold harmless ZHealth, its Affiliates, and their respective directors, officers, and employees from and against any Losses resulting from or relating to a claim of a third-party regarding the provision of health care or use of the Platform by Customer or its Affiliate except to the extent that such claim is subject to indemnification by ZHealth pursuant to Section 14(b). Customer expressly retains all defenses to such indemnification that may exist under Nevada law, and any indemnification by Customer under this paragraph shall be

subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statues, as applicable.

(d) Customer Data. To the extent permitted or expressly authorized by Nevada law, Customer shall indemnify, defend, and hold harmless ZHealth, its Affiliates, and their respective directors, officers, and employees from and against any Losses resulting from or relating to a claim of a third-party regarding ZHealth's use or disclosure of Customer Data except to the extent that such claim is subject to indemnification by ZHealth pursuant to Section 14(b). Customer expressly retains all defenses to such indemnification that may exist under Nevada law, and any indemnification by Customer under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statues, as applicable.

(e) Compliance. Each party explicitly retains all claims and defenses related to indemnification against third-party claims that may exist under Nevada law, and any indemnification by Customer under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statues, as applicable (with regard to ZHealth, Losses resulting from gross negligence, recklessness or intentional misconduct of ZHealth or the employees, contractors or Affiliates of ZHealth in the performance of this Agreement, and with regard to Customer, Losses resulting from or relating to a claim of a third-party regarding Customer's or its Affiliate's compliance or non-compliance with any regulatory requirements applicable to Customer or its Affiliate, including with regard to any services, procedures, treatments, or advice provided to any patient or other person). This provision shall survive the Term of this Agreement.

(f) Procedure. A party's obligations specified in this Section 14 will be conditioned on the other party by notifying the indemnifying party promptly in writing of the claim or threat thereof (whether or not litigation or other proceeding has been filed or served) and giving the indemnifying party full and exclusive authority for, and information for and reasonable assistance with, the defense at the defending and indemnifying party's reasonable cost and, subject to the indemnified party's approval (which shall not be withheld, delayed, or conditioned unreasonably), settlement of such claim and any subsequent appeal. No withholding of such consent by the indemnified party shall be deemed unreasonable if such settlement involves any admission of fault or liability on the part of the indemnified party or does not include a full and unconditional release of the indemnified party from any liability.

15. Risk Allocation.

(a) EXCLUSION OF INDIRECT DAMAGES. WITHOUT LIMITING A PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT WITH REGARD TO THIRD-PARTY CLAIMS FOR DAMAGES DESCRIBED IN THIS PARAGRAPH, AND OTHER THAN FOR CUSTOMER'S BREACH OF THE LICENSE RESTRICTIONS, AND NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, SHOULD HAVE ANTICIPATED, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE.

(b) MAXIMUM AGGREGATE LIABILITY. EXCEPT FOR ZHEALTH'S LIABILITY WITH REGARD TO A DATA BREACH AND BREACH DUE TO GROSS NEGLIGENCE, CUSTOMER'S BREACH OF THE LICENSE RESTRICTIONS, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND OBLIGATIONS IN THE BAA, IN NO EVENT SHALL A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH SUCH PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT WITH REGARD TO A GIVEN EVENT OR SERIES OF RELATED EVENTS, IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE SUBSCRIPTION OR LICENSE FEES PAID BY CUSTOMER PURSUANT TO THE APPLICABLE ORDER FORM DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT OR SERIES OF RELATED EVENTS GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THAT ZHEALTH'S LIABILITY WITH REGARD TO DATA BREACH OR BREACH OF THE BAA (INCLUDING ITS INDEMNIFICATION OBLIGATIONS WITH REGARD THERETO) SHALL NOT EXCEED, IN THE AGGREGATE, $1,000,000.

(c) Intentional Risk Allocation. Each party acknowledges that the provisions of this Agreement were negotiated, as a material part of the agreement memorialized herein, to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions involved with this Agreement. The warranty disclaimers and limitations in this Agreement are intended, and have as their essential purpose, to limit the circumstances of liability. The remedy limitations and the limitations of liability are separately intended, and have as their essential purpose, to limit the forms of relief available to the parties.

16. Insurance. ZHealth shall comply with the requirements regarding the maintenance of insurance set forth in **Exhibit C**.

17. Marketing. ZHealth shall not display or use Customer's logos, trademarks, service marks, or other indicia of origin without Customer's prior written consent (which may be given in e-mail) in its sole discretion, and any such consent may be revoked at any time upon reasonable advanced written notice from Customer to ZHealth. ZHealth shall not acquire any intellectual property rights in any such logos, trademarks, service marks, or other indicia of origin.

18. Termination; Disposition of Customer Data.

(a) Termination/Suspension for Breach. A party may terminate an Order Form upon notice to the other party for breach of any provision of this Agreement or such Order Form if such

breach has not been cured thirty (30) days after notice of the breach by the non-breaching party (or, if the breach is of an obligation to pay money, ten (10) business days, and if the breach reasonably cannot be cured within thirty (30) days, immediately upon such notice). Without limiting any other rights or remedies available to ZHealth at law or in equity, upon any such breach by Customer, including nonpayment of any amounts due under this Agreement and not disputed as provided in this Agreement, during the pendency of such breach, upon written notice to Customer, ZHealth may suspend Customer's access to the Platform and/or any other services to be provided pursuant to the applicable Order Form. No such suspension shall toll or otherwise affect any amounts due to be paid to ZHealth by Customer hereunder.

(b) Termination upon Certain Events. This Agreement shall terminate automatically, to the extent permitted by applicable law in the jurisdiction or jurisdictions in question, if either party makes an assignment for the benefit of its creditors, files a petition in bankruptcy, receivership, reorganization, or other like proceeding under any present or future debtor relief law (or is the subject of an involuntary such petition or filing that is not dismissed within sixty (60) days after the effective filing date thereof), or admits of a general inability to pay its debts as they become due.

(c) Remedies Cumulative. Any termination of this Agreement shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

(d) Disposition of Customer Data. Except as otherwise provided in the BAA, upon Customer's written request within thirty (30) days following the expiration or any termination of this Agreement, ZHealth promptly shall deliver to Customer a copy of the Customer Data in a mutually agreed industry-recognized electronic format. ZHealth shall bill Customer at its then standard hourly rate (or, if none, a reasonable rate) for such work and Customer shall pay such invoice promptly upon receipt of the Customer Data. Customer's failure to so request a copy of the Customer Data within such time shall be deemed a request by Customer for ZHealth to destroy the Customer Data. Promptly after ZHealth's delivery of such copy of the Customer Data, or upon such a deemed request, ZHealth shall destroy the Customer Data and certify in writing the destruction or return of Customer Data to Customer; provided, however, that to the extent ZHealth is required by applicable law or legal process to retain any portion of the Customer Data, or to the extent that destruction of any Customer Data is infeasible, ZHealth shall retain such Customer Data as though it were Confidential Information for such time as is required by such law or process or until destruction is no longer infeasible, after which ZHealth shall promptly destroy the Customer Data.

(e) Refunds. If Customer terminates this Agreement, in whole or in part, due to an uncured material breach by ZHealth, an Emergency Suspension lasting more than thirty (30) days, or infringement of Licensed Materials, Customer is entitled to recover from ZHealth any pro-rated portion of any prepaid amounts for services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.

19. Other Provisions.

(a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" unless otherwise expressly indicated in a given instance, (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to sections mean the sections of this Agreement, reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof, and reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The division of this Agreement into sections, subsections, and paragraphs and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement. Unless otherwise indicated, references to sections, subsections, and paragraphs are to provisions of this Agreement and references to exhibits are to Exhibits appended to this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(b) Nature of Relationship; Subcontractors. ZHealth shall provide all services hereunder as an independent contractor to Customer. Subject to the provisions of this Agreement regarding confidentiality and subject to the BAA, ZHealth may perform its obligations hereunder through subcontractors; provided, however, that ZHealth shall be responsible for the performance of such subcontractors. Nothing contained herein shall be deemed to create any agency, partnership, joint venture, or other relationship between the parties or any of their Affiliates, and neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

(c) Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of such party and not due to such party's own fault or negligence or that of persons acting on its behalf, and that cannot be overcome by the exercise of due diligence and could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments (including the imposition of or any increase in any tariff), change in any law or regulation, fires, floods, explosions, epidemics, pandemics and other public health events, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies (a "**Force Majeure Event**"). In the event that any Force Majeure Event delays a party's performance for more than ninety (90) days following written notice by such party pursuant to this Agreement, the other party may terminate this Agreement without penalty as of

the date specified by such party in a written notice of termination to the other party, which written notice shall be provided at least fourteen (14) days prior to the date of termination; provided, however, that (i) in no event shall the Force Majeure Event be deemed a material breach of this Agreement, (ii) if Customer is the party seeking termination under this section, it shall be entitled to a pro rata refund of all prepaid but unearned portions of fees previously paid by Customer to ZHealth, and (iii) termination by a party (and, if the terminating party is Customer, any refund of fees as aforesaid) shall be deemed such party's sole, exclusive and entire remedy.

(d) Notice. Except as otherwise expressly provided herein, notices shall be given under this Agreement in writing, in the English language, by personal delivery (in which case such notices shall be deemed given when so delivered), by certified or registered U.S. mail, postage pre-paid, from within the United States (in which case such notices shall be deemed given on the third (3rd) business day after deposit), or by a recognized overnight courier, pre-paid, with next-business-day delivery instruction (in which case such notices shall be deemed given on the next business day after deposit). Such notices shall be sent to ZHealth at **Attn: Legal Department, ZHealth Documentation, LLC, 5217 Maryland Way, Suite 305, Brentwood, TN 37027**, with a copy (which shall not constitute notice) to Steve F. Wood, Esq., Baker Donelson, by e-mail to sfwood@bakerdonelson.com. Such notices shall be sent to Customer at the address shown on the Cover Page, with a copy (which shall not constitute notice) to the address shown on the Cover Page, if so indicated. Either party may change its address for purposes of notice by written notice thereof to the other party as provided herein.

(e) Survival. The covenants herein concerning Confidential Information, indemnification, post-termination procedures, and any other provision that, by its nature, is intended to survive this Agreement shall survive any termination or expiration of this Agreement.

(f) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without application of its conflicts or choice of law rules, and venue for any dispute that may arise under or relating to this Agreement shall be in the state or federal courts located in or serving Clark County, Nevada. Each party hereby consents to the exclusive jurisdiction of such courts with regard thereto.

(g) Jury Trial Waiver. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHICH ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

(h) [Reserved].

(i) Assignment. A party may transfer or assign some or all of its rights and/or delegate some or all of its obligations (other than as permitted of ZHealth with regard to subcontractors) under this Agreement only with the express prior written consent of the other party, which may be granted or withheld in such party's sole discretion; provided, however, that a party may assign all of its rights hereunder indivisibly to any Affiliate of such party or to a purchaser of substantially all of such party's assets or equity interests so long as (i) such assignee agrees in writing to comply with the assigning party's obligations under, and to be bound by, this Agreement, such agreement to be made and delivered to the other party upon such assignment, and (ii) the assigning party notifies the other party in writing of the same upon such assignment. No such assignment shall relieve Customer of any obligation to make payments to ZHealth without the prior written consent of ZHealth thereto in ZHealth's sole discretion. Without limiting the foregoing and with written notice to the other, and whether or not otherwise constituting an assignment of this Agreement pursuant to applicable law, a party shall be deemed to have assigned this Agreement upon the liquidation, dissolution, or sale or other disposition of all or substantially all of the assets of such party or the merger or consolidation of a such party with or into another entity unless holders of such party's voting equity interests immediately prior to the merger or consolidation have more than 50% of the ownership (on a fully-diluted basis) of voting equity interests of the surviving entity immediately after the merger or consolidation and such voting equity interests are held, as among such holders, in the same proportions (on a fully diluted basis) as such holders' ownership thereof immediately before the merger or consolidation. Any purported transfer or assignment of any right under this Agreement otherwise than in accordance with the provisions of this paragraph shall be null and void and a breach of this Agreement.

(j) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.

(k) No Third-Party Beneficiaries. Except with regard to indemnitees under express indemnification as set forth in this Agreement, nothing in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

(l) Entire Agreement. This Agreement, including the BAA, constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.

(m) Amendment and Waiver. Except as otherwise expressly provided herein, no modification or amendment to this Agreement will be valid or binding unless in writing and duly executed by the party or parties to be bound thereby. The failure of either party at

any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(n) Severability. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other body making the ruling; (iii) the provision held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision, to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling or the controlling principle of law or equity leading to the ruling subsequently is overruled, modified, or amended by legislative, judicial, or administrative action, then the provision in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(o) Injunctive Relief. Each party acknowledges that any violation of its covenants in this Agreement relating to the other party's Confidential Information and intellectual property would result in damage to such party that is largely intangible but nonetheless real and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give such party the right to a court-ordered injunction or other appropriate order to enforce specifically those covenants without bond and without prejudice to any other rights or remedies to which such party may be entitled as a result of a breach of this Agreement.

(p) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. An executed counterpart of this Agreement (including a document in PDF) or a document executed by any electronic signature complying with the U.S. Federal ESIGN Act of 2000 (e.g., www.docusign.com), delivered by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

(q) Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Customer 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 Customer of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

(r) Personnel Onsite. ZHealth will follow Customer's relevant compliance policies as followed by Customer's staff including its corporate compliance program, Customer's Contracted/Non-Employee Requirements Policy and Customer's Vaccine Policy, as may be amended from time to time. Customer will provide copies of said policies upon ZHealth's request. ZHealth may be required to (i) register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to Customer, the records of which shall be maintained and kept by ZHealth. Upon ZHealth's request, Customer may perform the background check and bill ZHealth the actual and incurred cost of same. Should this engagement involve a continuous presence by ZHealth's employees or agents onsite at Customer's facilities, ZHealth may be required to complete Customer's onboarding process and abide by onboarding requirements of Customer's Human Resources Department. ZHealth's employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises, and such breach shall be considered a material breach of this Agreement.

EXHIBIT A

Hosting Service Levels

Any provision of this Agreement to the contrary notwithstanding, the terms and conditions of this Exhibit shall apply with regard to the Hosting Services:

1. Definitions. For purposes of this Exhibit, the following terms shall have the definitions indicated:

"**Availability Target**" means the Platform is Available 99.9% of the time, other than periods of Excused Outages, as measured over the course of any calendar month (or portion thereof with regard to a partial calendar month at the beginning or end of the applicable Order Term).

"**Available**" means that the Platform is available for access and use by Authorized Users when accessed and used in accordance with the Documentation and the Environment Specifications, without a Severity 1 Issue that has not been addressed by a Reasonable Workaround.

"**Excused Outage**" means that the Platform is not Available (i) during Scheduled Maintenance, (ii) due to the failure, interruption, outage, or other problem with any telecommunications, software, hardware, system, network, or facility of Customer (or the third-party supplier of Customer) or otherwise not supplied by ZHealth pursuant to this Agreement; (iii) due to the negligent act or omission or willful misconduct of the Customer, its Affiliate, the respective employees, contractors, or agents of each, or any other party gaining access to the Platform due to any such negligent act or omission or willful misconduct, (iv) for an Emergency Suspension, or (v) pursuant to Customer's request that ZHealth cease making the Platform Available.

"**Hosting Service Credit**" means a credit described in Section 2 below.

"**Monthly Fee**" means the recurring software subscription fee due under this Agreement attributable to a given month for a Facility as to which ZHealth fails to meet the Availability Target (or prorated for a one-month period if such amount is expressed on a basis longer than monthly).

"**Scheduled Maintenance**" means maintenance, upgrades, or replacement of hardware, software, or telecommunications services or other such occurrences on or affecting the Platform, but only if (i) the foregoing occurs between 10 PM and 3 AM Eastern Time, (ii) ZHealth has notified Customer thereof not less than twenty-four (24) hours in advance and such event lasts no more than one (1) hour, provided that such events occur not more often than once per week, or (iii) ZHealth has notified Customer in advance and Customer, in its sole discretion, has consented in writing to the foregoing. Any provision of this Agreement to the contrary notwithstanding, ZHealth may give the notices contemplated in this paragraph by means of a message posted to the Platform reasonably visible to Authorized Users thereof or by e-mail or telephone to any of ZHealth's principal technical contacts at Customer.

"**Severity 1 Issue**" means a Malfunction that renders a business-critical aspect of the Platform inoperative or practically unusable by all Authorized Users at or with regard to a Facility.

2. Availability Service Credit. For each calendar month in which ZHealth fails to achieve the Availability Target, as Customer's sole and exclusive remedy (other than as set forth in Section 3 below), upon the written request of Customer to ZHealth within thirty (30) days following such failure, a credit against the Monthly Fee (a "**Hosting Service Credit**"), may be applied by Customer to the next payment due under this Agreement of 1.5% of such Monthly Fee for each 0.1% or portion thereof by which ZHealth fails to achieve the Availability Target; provided, however, that the Hosting Service Credit for a given month shall not to exceed 50% of the Monthly Fee for such month.

3. Termination. Without limiting Customer's entitlement to any accrued Hosting Services Credits, in the event that (i) ZHealth fails to meet the Availability Target for any four (4) months in a 12-month period, (ii) ZHealth fails to meet the Availability Target for three (3) consecutive months, or (iii) the Platform is not Available at least 95% of the time, other than periods of Excused Outages, as measured over the course of any two (2) consecutive months, Customer may terminate the applicable Order Form without penalty upon written notice to ZHealth within forty-five (45) days following the accrual of such right and seek a pro-rated refund from ZHealth, to be paid in accordance with Section 18(e) of this Agreement.

EXHIBIT B

Information Security Requirements

Any provision of this Agreement to the contrary notwithstanding, the terms and conditions of this Exhibit shall apply:

1. Due Diligence. If ZHealth has submitted or submits written responses to any questionnaire from Customer regarding ZHealth's information security protocols and/or ZHealth's compliance with any laws or regulations, ZHealth represents and warrants that ZHealth's responses to each such questionnaire at the time of such submission are, and ZHealth's responses to any such future questionnaire provided pursuant to this Agreement will be, accurate and complete in all material respects.

2. Safeguards. ZHealth at all times shall maintain administrative, physical, and technical safeguards that are in accordance with industry standards and applicable laws, designed to preserve the confidentiality, availability, and integrity of (i) Customer Data that it maintains or transmits and (ii) logon credentials and computing equipment and devices used, or capable of being used, for remote access to any network or system that is operated by or on behalf of Customer.

3. Encryption of Customer Data.

(a) ZHealth shall render all Customer Data in transmission unusable, unreadable, or indecipherable by encryption using an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key. Such algorithmic process shall comply with the requirements of Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules, including, as appropriate, standards described in NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations, NIST Special Publication 800-77, Guide to IPsec VPNs, NIST Special Publication 800-113, Guide to SSL VPNs, or other standards that are FIPS 140-2 validated.

(b) With regard to Customer Data stored on laptop computers, mobile devices, external hard drives, and removable media, ZHealth shall render all such Customer Data in storage unusable, unreadable, or indecipherable by encryption using an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key. Such algorithmic process shall be consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-111, Guide to Storage Encryption Technologies for End Authorized User Devices.

(c) With regard to Customer Data stored on servers and workstations within physically secure facilities, ZHealth shall use reasonable efforts that are consistent with applicable laws and industry standards to encrypt such Customer Data as provided in this Exhibit.

4. Secure Destruction of Customer Data. When Customer Data is required under this Agreement to be destroyed, the media on which such Customer Data is stored or recorded shall be destroyed as follows: (i) paper, film, or other hard copy media shall be shredded or destroyed such that the Customer Data cannot be read or otherwise cannot be reconstructed; and (ii) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the Customer Data cannot be retrieved.

5. No Export of Customer Data. ZHealth shall not authorize any Customer Data to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit or authorize any person outside of the United States of America to access or view Customer Data.

6. Subcontractors. Any disclosure of Customer Data to an independent contractor or agent of ZHealth (each, a "**Subcontractor**"), including any hosting vendor, security consultant, or other service provider that will maintain or have access to Customer Data, shall be pursuant to a written agreement between ZHealth and such Subcontractor containing reasonable and appropriate obligations for such Subcontractor to safeguard such Customer Data. ZHealth shall take reasonable steps to ensure that the acts or omissions of its Subcontractor would not breach the terms of this Agreement if done by ZHealth, including making reasonable inquiry of such Subcontractor regarding its ability to comply with the foregoing obligations and taking reasonable steps to monitor such compliance.

7. Questionnaires; Inspection. Unless ZHealth has delivered or made available to Customer a third-party certification as contemplated in Section 8 of this Exhibit that remains effective or, within the prior one (1) year period, a third-party assessment as contemplated in Section 8 of this Exhibit, then within a reasonable time following the written request of Customer from time to time, not more frequently than once in any one (1) year period, ZHealth, at Customer's election, (i) shall provide accurate and complete written responses to reasonable questionnaires from Customer regarding ZHealth's internal practices, books, and records relating to the safeguarding of Customer Data and ZHealth's compliance with its security obligations under this Agreement or (ii) shall make its

internal practices, books, and records relating to the safeguarding of Customer Data available to Customer or, subject to execution of a nondisclosure agreement reasonably satisfactory to ZHealth, Customer's designee for the purposes of determining ZHealth's compliance with its security obligations under this Agreement. Nothing in this paragraph shall waive any attorney-client privilege or other privilege applicable to either party.

8. Third-party Reports. In the event that ZHealth achieves any third-party certification of its information security management program (such as, without limitation, certification under ISO 27001 or HITRUST) or obtains any third-party assessment of the design and/or effectiveness of its information security management program (such as, without limitation, a SOC 2 report prepared by a Certified Public Accountant), upon Customer's written request, ZHealth shall deliver or make available to Customer a copy of such certificate or assessment report (or permit Customer or, subject to execution of a nondisclosure agreement reasonably satisfactory to ZHealth, Customer's designee to review the same at ZHealth's offices or, at Customer's election, via a secure online collaboration session).

9. Disclaimer. The fact that Customer exercises its rights under this Exhibit, fails to exercise such rights, or has such rights shall not relieve ZHealth of its obligations pursuant to this Exhibit or otherwise under the Agreement, nor shall Customer's review of any report provided pursuant hereto, failure to review any such report, failure to detect, or detection of but failure to notify ZHealth or require ZHealth's remediation of, any practice or condition of ZHealth constitute acceptance of such practice or condition or a waiver of any of Customer's rights under this Exhibit or otherwise under the Agreement.

EXHIBIT C

Insurance Requirements

Any provision of this Agreement to the contrary notwithstanding, during the Term, ZHealth shall maintain, solely at its cost and expense, insurance coverage as follows:

Commercial General Liability – a policy or policies of commercial general liability (CGL) insurance, or a combination of commercial general liability and excess/umbrella insurance, including at a minimum coverage for broad form property damage, third party property damage, product and completed operations liability personal and advertising injury, and contractual liability, on an occurrence basis, with a limit of $5,000,000 per occurrence and $5,000,000 in the aggregate;

Automobile – a policy or policies of automobile liability (owned, non-owned, and hired vehicles) in an amount not less than $1,000,000 combined single limit coverage for each occurrence, covering bodily injury, including death, and property damage with respect to all vehicles used by ZHealth in performance of its obligations under this Agreement;

Worker's Comp/Employer Liability – a policy or policies of worker's compensation insurance in accordance with the laws of the state having jurisdiction over the employee and in not less than the statutory limits requirements, and ZHealth shall maintain, at its cost, a policy or policies of employer's liability insurance, including coverage for occupational injury, illness and disease, and other similar social insurance in no case less than $50,000 for each accident for bodily injury by accident and $50,000 for each employee for bodily injury by disease;

Errors and Omissions – a policy or policies of errors and omissions (professional liability) insurance with limits of not less than $5,000,000 aggregate covering liabilities resulting or arising from the acts, errors, or omissions of ZHealth in its performance of services under this Agreement; and

Cyber – a policy or policies of insurance having the limit of liability not less than $5,000,000 as an annual aggregate covering the unauthorized acquisition, access, use, physical taking, release, distribution, or disclosure of personal information and identity theft, by a third party or an employee), including the costs and expenses of investigating and managing a security breach (including for consultants, forensic investigation, and legal expenses), notifying affected persons thereof, fraud alert and credit monitoring for such affected persons, and regulatory fines and penalties related thereto.

ZHealth shall maintain such insurance coverages from insurance companies having an A.M. Best rating of "A-" or better and with a financial size category of at least Class VII or, if such ratings are no longer available, with comparable ratings from a generally recognized insurance rating agency.

If any such insurance policy is a "claims made" policy, ZHealth (i) shall obtain continuing like coverage for claims that arise out of this Agreement and provide to Customer evidence thereof for one (1) year after the expiration or any termination of this Agreement or (ii) shall purchase an extended reporting endorsement ("tail coverage") if the "claims made" policy is terminated at any time during such period.

Any commercial general liability and automobile liability policies (i) shall be endorsed to stipulate that ZHealth's insurance shall be primary to, not in excess of or contributory with, any and all other insurance or self-insurance maintained by or otherwise afforded to Customer, its Affiliates, and the respective officers, directors, shareholders, employees, and agents of each and (ii) shall include a waiver of all rights of recovery or subrogation against Customer, its Affiliates, and the respective officers, directors, shareholders, employees, agents, and insurers of each, except to the extent prohibited by applicable law.

ZHealth shall provide Customer with Certificates of Insurance evidencing such coverage promptly upon Customer's request from time to time.

ZHealth shall notify Customer within thirty (30) days following any material change to or cancellation of any such policy (unless replaced with a policy likewise satisfying the foregoing criteria).

The requirements as to the types and limits of insurance coverage to be maintained by ZHealth pursuant to this Agreement and any approval or waiver of said insurance by Customer are not intended to, and shall not, limit or qualify in any manner the liabilities and obligations otherwise assumed by ZHealth pursuant to this Agreement. The procurement and maintenance of insurance required under this Agreement shall not limit or affect any liability that Customer may have by virtue of this Agreement or otherwise.

EXHIBIT D

Business Associate Agreement

[See next page]

Business Associate Agreement

This Agreement is made effective the 11th of March, 2026, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **ZHealth Documentation, LLC**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial

information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By: Mason Van Houweling	By: David B. Dunn MD
Mason Van Houweling	Name: David B. Dunn MD
Title: CEO	Title: vice-president
Date: 3/6/2026	Date: 3-11-26

EXHIBIT E

Travel Policy

A. Pursuant to Chapter 2.46 of the Clark County Code, Customer shall ensure that business travel costs incurred by ZHealth'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. **Customer assumes no obligation to reimburse travelers for expenses that are not pre-approved by Customer'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 Customer for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by Customer.

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 Customer 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). Customer 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 Customer's Facility.
- 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. Customer 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.

- ZHealth'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 (Customer 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 Customer.

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

ZHealth
DOCUMENTATION

ORDER FORM

This Order Form is entered into pursuant to that certain Master Subscription and Services Agreement between ZHealth Documentation, LLC (ZHealth or ZHD), and the Customer indicated below as of the Effective Date indicated below. This Order Form shall be effective as of the date indicated below (the "**Order Date**"). Capitalized terms not otherwise defined in this Order Form shall have the meanings ascribed in the Agreement.

Order Date: April 29, 2026 **ZHD Order #:** 0905

Effective Date of Agreement: April 29, 2026

Customer Name: University Medical Center of Southern Nevada
(as appears on Cover Page of Agreement)

Primary Customer Contact(s): Christopher Jones, Executive Director for Support Services, Christopher.Jones@umcsn.com, 702-383-1867
(Name, Title, e-mail, Phone)

(Name, Title, e-mail, Phone)

Initial System Administrator(s): Christopher Jones, Executive Director for Support Services, Christopher.Jones@umcsn.com, 702-383-1867
(Name, Title, e-mail, phone)

(Name, Title, e-mail, phone)

Order Term:

The Order Term shall commence upon the Order Date (the "Order Form Effective Date") and shall expire on the fifth (5th) anniversary of the Go-Live Date (the "Order Form Initial Term"); provided, however, that Customer has the option to renew this Order Form every two (2) year periods, subject to mutual written agreement (each an "Order Form Extension Term). The Order Form Initial Term and all the Order Form Extension Terms shall collectively be referred to herein as the "Order Form Term." This Order Form may not be terminated for convenience by Customer during the first two (2) years after the Go-Live Date. After the second (2nd) year, Customer may not renew this Order Form by giving ZHealth a written notice of non-renewal at least thirty (30) days prior to the expiration of any anniversary period from the Go-Live Date.

The anticipated timeframe to complete the implementation and training phase of this Order Form is no more than 180 days from the Order Date, and any changes to the implementation period must be mutually agreed to in writing. After the implementation and training, ZHealth's Platform will be available and fully operational for Customer's use ("**Go-Live Date**"). Both parties will certify in writing the Go-Live Date. Payment for the Annual Software License and Hospital Base Licensing Fees will commence upon the Go-Live Date.

Platform: Etch for Health System

Schedules:

Fees and Expenses; Payment Terms (Schedule A)
Facilities and Use Limitations (Schedule B)
Implementation, Training, and other Professional Services (Schedule C)
Functional Specifications (Schedule D)

ZHealth Documentation and Customer have caused this Order Form to be executed by their duly authorized representatives as of the Order Date.

ZHEALTH DOCUMENTATION:		**CUSTOMER:**	
By	[signature]	By	
Name	David Zielske	Name	
Title	CEO	Title	

SCHEDULE A

Fees and Expenses; Payment Terms

1. Professional Services

1.1 Scope of Professional Services
Professional Services include implementation, training, and related services as described in the applicable Statement of Work and Order Form.

1.2 Professional Services Fees
Training (Two Trainers, Three Weeks; on-site or remote): $44,000
Implementation and Interfaces: $55,000
Total Professional Services Fees (one-time): $99,000

****$35,000 Credit will be applied to Professional Services fees if Customer purchases ZHealth training and consulting education services before May 31, 2026 (i.e., Letter of Understanding for On-site Physician Documentation/Coding Education and Ongoing Coding Support).

1.3 Payment Terms for Professional Services
Professional Services Fees shall be invoiced and payable as follows:

- Fifty percent (50%) of the total Professional Services Fees ($49,500) shall be due and payable upon execution of the applicable Order Form.
- The remaining fifty percent (50%) of the total Professional Services Fees ($49,500) shall be due and payable upon Go-Live.
- Amounts will be adjusted to reflect the $35,000 credit if education consulting services are purchased.

If Go-Live has not occurred within one hundred eighty (180) days following execution of this Order Form, and such delay is not primarily caused by ZHealth, the remaining balance shall become immediately due and payable on the one hundred eightieth (180th) day following execution.

The Go-Live Date is the mutual agreed upon date, certified in writing by both parties, when the software is fully implemented, activated, and officially placed into production use by one location. On this date, the system transitions from testing and configuration to live clinical and operational use, with real patient data, workflows, and billing processes. Etch is fully operational and usable within the Customer environment.

1.4 Travel Expenses
Professional Services Fees do not include reasonable travel expenses incurred by ZHealth in connection with performance of the services. Such expenses shall be invoiced separately. No travel costs will be incurred without the consent of Customer. ZHealth agrees to comply with Customer's Travel Policy (refer to **Exhibit E** of the Agreement). Travel expenses will not exceed **$20,000.00**.

1.5 Annual Subscription Expenses

2. Software and Hospital Base Licensing Fees

Includes all software and coding updates, monthly reporting, and unlimited technical support.

Annual Software License Fee (Year 1): $175,000
Includes Cardiovascular/Cardiac Lab (CV) and Interventional Radiology (IR)

Annual Hospital Base License Fee (Year 1): $20,000
Includes Cardiovascular/Cardiac Lab (CV) and Interventional Radiology (IR)
Includes Unlimited Support, Unlimited Users, Reporting

Total Software and Hospital Base Licensing Fees (Year 1): $195,000

2.1 Payment Timing
The Software License Fee and Hospital Base License Fee shall be invoiced one hundred percent (100%) at Go-Live and payable annually in advance.

3. Annual Fee Adjustments
Beginning on the first (1st) anniversary of the Go-Live Date, the Software License Fee and Hospital Base License Fee shall increase annually by three percent (3%). Professional Services Fees are one-time fees.

4. Invoicing and Payment Terms
All invoices shall be payable within thirty (30) days of invoice date. All fees are exclusive of applicable taxes.

Milestone	Amount Due	
Contract Signing	$49,500	50% of Professional Services Fees
Go-Live	$244,500	50% of Professional Services Fees + Year 1 Licensing Fees
Year 2 Anniversary	$200,850	
Year 3 Anniversary	$206,876	
Year 4 Anniversary	$213,082	
Year 5 Anniversary	$219,474	
Total (5 Year) Cost	**$1,134,282**	

Software Contract Year	Software Fee	Base Licensing	Total Annual Software Fee & Base Licensing
Year 1 (Go-Live)	$175,000	$20,000	$195,000
Year 2	$180,250	$20,600	$200,850
Year 3	$185,658	$21,218	$206,876
Year 4	$191,227	$21,855	$213,082
Year 5	$196,964	$22,510	$219,474

Professional Service Category	Total Fee	Due at Contract Signing (50%)	Due at Go-Live (50%)
Training (2 Trainers, 3 Weeks)	$44,000	$22,000	$22,000
Implementation & Interfaces	$55,000	$27,500	$27,500
(Yr 1) Total Professional Services	**$99,000**	**$49,500**	**$49,500**

SCHEDULE B

Facilities and Use Limitations

Facility	Address	Estimated Annual Patients	Annual Procedure Limit
University Medical Center of Southern Nevada	1800 W. Charleston Blvd., Las Vegas, 89102	IR/CT 8,200 CV 2,500	IR/CT 10,000; CV 3,000

Any provision of this Order Form to the contrary notwithstanding, use of the Platform shall be limited as follows:

1. Use of the Platform during each one (1) year period beginning on the Go-Live Date shall not exceed the Annual Procedure Limit set forth above.
2. The Platform may be used only with regard to procedures performed in a Cardiovascular and Interventional Radiology catheterization lab (or, as applicable, for cardiovascular procedures performed in a "swing" lab) at a Facility.

SCHEDULE C

Implementation, Training, and other Professional Services

Implementation and Interfaces

Subject to the terms of the Agreement and Customer's performance of its responsibilities set forth in the Statement of Work attached hereto as **Attachment 1**, ZHealth shall provide the services set forth in such Statement of Work.

$55,000 for Implementation and Interfaces*

*at Customer's written request and acceptance, ZHealth may invoice additional amounts charged to ZHealth Documentation by vendors of Customer with regard to implementation of custom system interfaces or data feeds between the Platform and systems provided to Customer by such vendors.

Training

Subject to mutually acceptable scheduling, ZHealth shall provide the following training:

$44,000 for two (2) Trainers for three (3) weeks (on-site or remote) – Does not include travel expenses.

ATTACHMENT 1

Statement of Work for Professional Services

SERVICES PROVIDED – INTERFACES AND IMPLEMENTATION (ONE TIME)

Includes necessary steps to get Etch software in Customer's hosted environment:

1. Workflow and Technical discovery for solution design.
2. Technical support of Customer IT team
3. Interfaces with Etch software for the following systems (if one or more of these systems are not available, a custom quote is required based on a Workflow and IT Assessment):
    a. Hemodynamic system(s) - **XPER**
    b. Electronic health record (EHR) system- **Epic**

SERVICES PRICING

Two (2) Interfaces (XPER and Epic) and Implementation for one (1) location $55,000

SERVICES PROVIDED – TRAINING (ONE TIME)

1. Dedicated Project Manager
2. Physicians – one-on-one training and/or remote
3. Super Users and Designated Support Contacts – in separate or combined sessions as mutually agreed
4. Billing, Administration and Compliance Users (remote or on-site)
5. Charge Master Management (remote or on-site)

SERVICES PRICING

Two (2) trainers over three (3) weeks (for 15 physicians) $44,000

(End Users and Super Users included. Can be remote or on-site)
(Does not include customary travel expenses)

SCHEDULE D

Functional Specifications

OVERVIEW

Etch™ software is intended to facilitate the documentation of clinical procedures and provide correct, billable codes matching that documentation. The software consists of the following functional components:

- Structured Reporting
- Code Engine
- Compliance Review
- User Management and Security
- HIPAA Audit
- Report Runner
- Forms
- Percutaneous Coronary Intervention (PCI) Registry

SOFTWARE COMPONENTS

1. Structured Reporting

1.1. Physician Data Entry

Etch software is primarily a data collection tool that gives physicians the opportunity to enter the procedures, findings, and outcomes seen during an episode of care. This data collection is organized into sections that focus on individual areas of data collection, each with its own form and function. These section titles may be renamed and re-organized for usability and clarity.

1.1.1. Case List

The Case List section provides the physician or compliance user with a single list displaying cases that require attention as well as those that need additional documentation updates to support accurate submission.

1.1.2. Patient Info

The Patient Info section provides for entry of the relevant prior patient information that is pertinent to documentation of the current case.

1.1.3. Anatomy

The Anatomy section provides for entry of the patient's unique anatomy, including bypass grafts.

1.1.4. Prior Findings

The Prior Findings section provides for entry and description of prior studies and findings that are relevant to the current case.

1.1.5. Procedure Entry

The Procedure Entry section provides the main interface for entry of the procedures and diagnostic findings in the case.

1.1.6. Documentation

The Documentation section provides for review of the Case Report, or the output for the case that was generated from the data entered into the structured documentation module. This section also provides for entry of post-procedure specific information and review of wRVUs (Work Relative Value Units) associated with the case.

1.2. Case Report

The Case Report includes a report summary, a generated narrative, graphical reports, and other detailed information. Print options are available for the full Case Report, a patient-centric graphical report, and a text report.

2. Code Engine

The Code Engine is a functionality that automatically determines the appropriate CPT codes and modifiers based on the structured documentation of the case.

3. Compliance Review

The Compliance Review section allows coders to review and approve codes for billing. It allows a user to check documentation and billing output for accuracy.

4. User Management and Security

The Application supports Active Directory integration as well as customer-defined system roles and authentication mapping.

5. Chargemaster Management

The Chargemaster Management section allows users to map CPT code and modifier combinations to charge codes.

6. HIPAA Audit

The Application allows case viewing to be tracked by user and by patient.

7. Report Runner

The Application allows data including adoption rate and case to billing time to be tracked by provider or hospital.

8. Forms

The Application allows for forms to be documented separately and attached to the Case Report.

9. PCI Registry

The Application can extrapolate many intraprocedural datapoints for the PCI registry. The Application is not a PCI registry vendor.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	ZHealth Documentation LLC	
(Include d.b.a., if applicable)		
Street Address:	5217 Maryland Way, Suite 305	**Website:www.zhealthdocumentation.com**
City, State and Zip Code:	Brentwood,TN 37027	**POC Name: Brian Church** **Email: brianc@zhealth.com**
Telephone No:	(615)714-2371	**Fax No: (615)457-2073**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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 x☐ 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 x☐ 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	Brian Church Print Name
Vice President Title	3/24/2026 Date

REVISED 7/25/2014

ZHealth Documentation LLC		
List of owners		
David Zielske	Managing member	34.31%
Vicki Zielske	Member	34.31%
Jonathan Zielske	Member	4.90%
Lauren Zielske	Member	4.90%
Matthew Zielske	Member	4.90%
David Dunn	Member	5.68%
Ryan Palmer	Member	5.68%
Brian Church	Member	1.89%
Daniel Sweet	Member	0.47%
James Williams	Member	2.98%
		100.0000%

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Commercial Services Agreement with Cox Communications Las Vegas, Inc. d/b/a/ Cox Business**	**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 Commercial Services Agreement with Cox Communications Las Vegas, Inc. d/b/a/ Cox Business; authorize the Chief Executive Officer to exercise any renewal options and future service orders; 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: Internet Services
Bid/RFP/CBE: NRS 332.115 (1)(s) - Equipment and services associated with systems of communication
Term: 36 months with two 1-year auto-renewals options
Amount: $2,106,192.08
Out Clause: 30 days w/o cause

BACKGROUND:

This request is to enter into a new Commercial Services Agreement with Cox Communications Las Vegas, Inc., d/b/a Cox Business to continue receiving services. These services include dedicated internet, which provides a reliable, high-capacity connection essential to healthcare operations. Ethernet services with options for connection speeds of 100 Mbps, 1 Gbps, 5 Gbps, and 10 Gbps, and cross-connect services allow for direct connections between networks, improving data transfer speeds and reliability—both of which are crucial for the operational efficiency of UMC.

UMC will compensate Cox $2,106,192.08 for thirty-six (36) months, with two (2) one-year automatic renewal options. Either party may terminate this Agreement with a 30-day written notice to the other.

Staff also requests authorization for the Hospital CEO to execute renewal options and future service orders that are within his yearly delegation of authority if deemed beneficial to UMC.

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

Cleared for Agenda
April 29, 2029

Agenda Item #
8

Cox currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2026, meeting and recommended for approval by the Governing Board.

Docusign Envelope ID: 4D005635-FCF2-8020-8320-7B20DA1C029D

COX BUSINESS

Commercial Services Agreement
___/___/ 2026

Cox Account Rep:	Victoria Zrebiec	**Cox System Address:**	
Phone Number:	702-545-1889	1700 Vegas Dr	
Fax Number:		Las Vegas, NV 89106	

Customer Information		**Authorized Customer Representative Information**
Legal Company	University Medical Center	**Full Name:** Don Barnwell
Street Address:	1800 W Charleston	**Billing Contact:** AccountsPayable@umcsn.com
City/State/Zip:	Las Vegas, NV 89102	**Fax:**
Billing Address:	1800 W Charleston	**Contact Number:** 702-383-7840
City/State/Zip:	Las Vegas, NV 89102	**Email Address:** Don.Barnwell@umcsn.com
Cox Account #:	476-1182679-01	
Merge Bill		

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term *(Months)*	Service Charges	
				Monthly Recurring	One Time Activation & Setup Fees
101 Civic Way – Dedicated Internet	1	$790.02	36	$790.02	
11860 Southern Highlands – 100mb Ethernet	2	$475.00	36	$950.00	
1524 Pinto Ln- 100mb Ethernet	2	$475.00	36	$950.00	
1700 Wheeler Peak Dr-100mb Ethernet	2	$475.00	36	$950.00	
1800 W Charleston 1g x 35mb	1	$357.00	36	$357.00	
1800 W Charleston 5g Internet	2	$1827.2	36	$3654.40	
1800 W Charleston -100mb Ethernet	1	$475.00	36	$475.00	
1800 W Charleston 10g Ethernet	3	$1700.00	36	$5100.00	
2031 N Buffalo Dr-100mb Ethernet	2	$475.00	36	$950.00	
2231 W Charleston-100mb Ethernet	2	$475.00	36	$950.00	
4180 S Rainbow 810-100mb Ethernet	2	$475.00	36	$950.00	
4231 N Rancho-100mb Ethernet	2	$475.00	36	$950.00	
4800 Blue Diamond -100mb Ethernet	2	$475.00	36	$950.00	
525 Marks St-100mb Ethernet	2	$475.00	36	$950.00	
5860 Losee Rd-100mb Ethernet	2	$475.00	36	$950.00	
5409 E Lake Mead-100mb Ethernet	2	$475.00	36	$950.00	
61 N Nellis-100mb Ethernet	2	$475.00	36	$950.00	
701 Shadow-100mb Ethernet	2	$475.00	36	$950.00	
7135 S Decatur-100mb Ethernet	2	$475.00	36	$950.00	
7135 S Decatur -10g Ethernet	3	$1700.00	36	$5100.00	
7135 S Decatur 1g Ethernet	1	$875.00	36	$875.00	
7135 S Decatur-Cross Connect	1	$750.00	36	$750.00	
820 Rancho Ln-100mb Ethernet	2	$475.00	36	$950.00	
901 Rancho Ln-10g Ethernet	1	$1700.00	36	$1700.00	
9320 W Sahara-100mb Ethernet	2	$475.00	36	$950.00	
5785 Centennial Center	2	$475.00	36	$950.00	
Totals:				$34,476.42	$0

Equipment Charges

Description	Quantity	Unit Price	Total Fee
N/A	0		$0

Special Conditions

Government Entity; Limitation on Indemnification - Customer represents that it is a governmental entity and acknowledges that applicable law may restrict or prohibit Customer's ability to indemnify, defend, or hold harmless Cox; therefore, notwithstanding anything to the contrary in this Agreement (including any indemnification obligations), Customer's duty to indemnify, defend, and hold harmless Cox and its affiliates, officers, directors, employees, agents, contractors, and suppliers shall apply only to the extent expressly authorized and permitted by applicable law, and nothing herein shall be construed as (a) requiring Customer to indemnify Cox for Cox's negligence or willful misconduct, (b) requiring Customer to pay amounts in excess of statutory limits or legally available appropriations, or (c) waiving any governmental immunity or limitation of liability available to Customer under applicable law. Notwithstanding the foregoing, Customer retains all defenses to such indemnification that may exist under Nevada law. Additionally, any indemnification by Customer under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statues as applicable.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://ww2.cox.com/business/voice/regulatory.cox ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 1 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

University Medical Center of Southern Nevada	**Cox Communications Las Vegas, Inc. d/b/a Cox Business; Cox Nevada Telcom, LLC d/b/a Cox Business**
Signature:	Signature: Steve Westerman D6C8D23CC7524A6...
Print: Mason Van Houweling	Print: Steve Westerman
Title Position: Chief Executive Officer	Title Position: Vice President, Cox Business
Date:	Date: 4/17/2026

1. Intentionally Omitted.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Neither party shall be liable for damages for delays in meeting service dates due to install delays or reasons beyond either party's control. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR TWO (2) ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than three percent (3%) during any Extended Term by providing Customer with at least sixty

3. (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, within forty-five (45) days of receipt of the invoice. Furthermore, in accordance with NRS 244.250, Customer will not provide payment for any invoice submitted by Cox more than six (6) months after the date on which Cox performed the services, provided deliverables, or completed milestones as described in the invoice. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. General Terms The General Terms, as modified and attached as Exhibit B, are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

8. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER PARTY NOR ANY RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL EITHER PARTY NOR ANY RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. EITHER PARTY NOR ANY RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ANY RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

9. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

10. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Exhibit B

GENERAL TERMS

These additional terms and conditions (these "General Terms") are incorporated into the terms and conditions set forth in the (i) Commercial Services Agreement (the "CSA") entered into by and between Cox and Customer (each, a "Party"), (ii) Master Retail Services Agreement (the "MSA") entered into by and between Cox and Customer or (iii) any other written agreement entered into by and between Cox and Customer in which these General Terms are incorporated, whichever is applicable. References in these General Terms to "Agreement" shall mean (i) the CSA, MSA, or other written agreement in which these General Terms are incorporated between Cox and Customer, whichever is applicable, (ii) these General Terms, (iii) the Service Terms (if the CSA is applicable), (iv) the Cox tariffs, as applicable, (v) the Cox Business Acceptable Use Policy ("AUP") located at coxbusiness.com/acceptableusepolicy, (vi) the Service Guides ("SG"), as applicable, and (vii) all other policies or documents expressly referenced or linked herein. The commercial services ordered by Customer in the Agreement, including any Third-Party Provided Services, shall each be defined as a "Service" and collectively be defined as the "Services".

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A. Terms and Conditions Applicable to All Services
B. Terms and Conditions Applicable to Internet and Network Services

A. Terms and Conditions Applicable to All Services

A1. Billing and Payments.

(a) **Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least forty-five (45) days from receipt of the invoice. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

Customer may request that Cox transmit invoicing information via Electronic Data Interchange (EDI), but Cox, in its sole discretion, may approve or deny such request, may cancel EDI transmission at any time, and may require reimbursement from Customer of charges incurred to facilitate and transmit invoicing information via EDI.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable

taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision, and/or Customer's use, of the Services (collectively, "Taxes, Fees, and Surcharges"). Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required or permitted by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary.. Customer shall be responsible for all Taxes, Fees, and Surcharges (excluding taxes on Cox's income) related to the provision or use of the Services by the due date on the invoice. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that, following the date hereof, become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax- exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax- exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction. A non-exhaustive list of certain surcharges and fees which may apply to the Services ordered by Customer are posted at https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html and coxbusiness.com/cbsurchargesandfees, both of which are incorporated into the Agreement by this reference. Other Taxes, Fees, and Surcharges may apply as determined solely by Cox. All Taxes, Fees, and Surcharges may be changed by Cox at any time with or without notice. If Cox is required by law or regulation to reduce or remove any Fee or Surcharge during the Term, then, notwithstanding anything to the contrary in this Agreement, upon notice to Customer and subject to applicable law, Cox may increase the charge for the affected Service to offset such reduction or removal of the applicable Fee or Surcharge. The amount of such increase in the charge for the affected Service will not exceed the amount by which the applicable Fee or Surcharge is reduced, except as otherwise permitted in this Agreement.

(c) **Billing Disputes.** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of sixty (60) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts within ten (10) days of the date of resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges , if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within such sixty (60) day period (unless Cox has agreed in writing to extend such period), all disputed amounts shall become due and payable, and this provision shall not be construed to prevent Customer or Cox from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.

(D) **Service Availability and Special Construction.** During the Term (as defined below in Section A2), Services, rates, and other charges are subject to availability and operational limitations of Cox's systems, facilities and equipment required to provide the Services to Customer. If Cox's systems, facilities and equipment (such as, but not limited to, outside plant, cable, conduit, electronics, central office equipment,

remote terminals, or other similar facilities and systems, including those furnished by third party providers) are not available, special construction charges may apply and/or Cox may assess a cost recovery fee to recover all costs associated with delivery of the Services ordered under the Agreement, including fees related to charges or modifications imposed on Cox by third-party providers. These charges will be mutually agreed upon by both parties.

(E) Customer may be subject to usage charges for certain Services. Usages charges for RingCentral Services are described at https://www.cox.com/ringcentralusage.

A2. **Service Start Date and Term.** The Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer and Cox agree to delay installation because Customer is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the mutually agreed upon installation date, Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox may also offer to expedite the availability of Services with the payment of an expedite fee by Customer. While Cox will make good faith efforts to expedite Service availability if Customer pays the expedite fee, Cox makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing thirty (30) days written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR TWO (2) ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. As used in this Agreement, the "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all non-video Services and for all Services not subject to a Cox tariff or SG by up to three percent (3%) at any time during any Extended Term by providing Customer with at least sixty (60) days' prior written notice of such rate increase. This three percent (3%) limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG.

A3. **Termination.**

Termination by Customer. Customer may terminate any Service before the end of the Term as stated in the Agreement by providing at least thirty (30) days' written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for Default (as defined in Section A4 below) by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) may be subject to price increases for the remaining Term. This provision survives expiration or termination of the Agreement.

(a) **Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days' written notice before terminating any Service or this Agreement, including Services that are on a month- to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable MRC for the Service up until the date the Service is actually disconnected by Cox.

(b) **Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Cox access to the Premises (as defined below in Section A7), including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another person; (x)Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections of this Section A3(c) that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others.

Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days' written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to provide the Service; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to restrictions or conditions such that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event (as defined below in Section A10), or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate Service(s) and/or this Agreement without liability to Cox if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected or if Cox decides in its sole discretion that the location where the Customer receives or uses the Service(s), or wishes to receive or use the Service(s), is not acceptable to Cox. Further, Cox may terminate any Service(s) and/or the Agreement for its convenience on one hundred twenty (120)days' written notice to Customer without any liability to Cox.

(c) **Suspended, Modified, or Discontinued Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Cox and such action by Cox shall not be a breach of contract or Default by Cox under this Agreement. Cox's right to modify a Service includes the right for Cox to (i) use Cox subcontractors to provide all or a portion of a Service on Cox's behalf; or (ii) use a third party or third parties to provide all or a portion of a Service with Cox acting as a reseller of such Service. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox will attempt to provide Customer with at least sixty (60) days' written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using, however, Cox's failure to provide such notice will not restrict its right to suspend, modify, or discontinue the Service or any feature of a Service.

Further, Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may be some disruption as Services are moved, including, without limitation, that IP addresses may change.

(e)**Transition Period After Cox Declares a Service to be Discontinued:** If Cox notifies the Customer that a Service has been discontinued but Customer wishes to continue to use the Service, Cox may in its sole discretion agree in writing to continue to provide Customer with the Service during a transition period that is determined by Cox (the "Transition Period"). During the Transition Period, Cox will have no obligation to pay any SLA credits for such Service and notwithstanding anything to the contrary in the Agreement Cox will have the right to raise rates and charge additional fees for such Service at any time during the transition upon notice to Customer. Cox reserves the right to terminate the Transition Period at any time upon notice to Customer.

(f) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under U.S. law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries, or wishing to use Services in any location deemed unacceptable by Cox in its sole discretion.
(g) 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 Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated

A4. **Default.** If either Cox or Customer fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, , such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service(s) or this Agreement whereupon all sums then due and payable

A5. **Customer Responsibilities.**

(a) Customer is responsible for all internal wiring, Customer equipment, installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined below in Section A7) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or

maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's Service(s) without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

(b) Customer shall not, without Cox's prior written consent, use or disclose the Confidential Information of Cox during the Term of the Agreement and for two (2) years following the expiration or termination hereof. As used herein, "Confidential Information" shall mean any non-public information owned or duly licensed by Cox relating to its respective business activities, products, services, financial affairs, technology, marketing or sales plans disclosed which are related to the Agreement and/or the Services, and received by Customer pursuant to the Agreement, including, but not limited to, the terms and pricing of the Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by Customer, (ii) is received by Customer from a third party not under a duty of confidence, or (iii) is already known or is independently developed by Customer without use of or reference to the Confidential Information. Customer will take all reasonable precautions to protect Cox's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. Notwithstanding the foregoing, Customer may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know such Confidential Information in connection with the Agreement and are contractually and/or legally subject to a duty of confidentiality with respect to such Confidential Information, or (ii) pursuant to legal process; provided that Customer shall, unless legally prohibited, provide Cox with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure and/or seek a protective order or other remedy. Customer shall reasonably cooperate with Cox's efforts to contest such disclosure or seek a protective order or other remedy.
Cox acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to the Agreement which Cox has claimed to be confidential and proprietary, will immediately notify Cox of such demand and Cox shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Cox shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Cox documents in Customer's custody and control in which Cox claims to be confidential and proprietary.

A6. **Customers With Building Alarm or Security Systems.** Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates (as defined below in Section A27) will be provided pursuant to the terms and conditions of a separate Cox Security Services Agreement, and not this Agreement.

A7. **Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be

created any liens or encumbrances on Cox Equipment. "Cox Equipment" does not include any RingCentral CPE (as defined below in Section A7) purchased by Customer from Cox and paid for in full by Customer. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point (as defined below in Section A15) shall not be considered Cox Equipment and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer Premises following the expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below in Section A8), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Cox reserves the right to increase rates charged to Customer for Cox Equipment and to change any related payment terms from time to time during the Initial Term and any Extended Term(s) without prior notice. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Customer acknowledges and agrees that Cox shall have the right to enter the Premises upon reasonable notice to Customer to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment" or "CPE"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer provided network control signaling equipment.

A8. **Customer Internal Distribution System.** In connection with certain Services, Customer may be

required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Cox shall inspect such system, at Customer's expense, to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of this Agreement, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the Parties in writing. Cox reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination, and Cox shall have no obligation to provide the Services, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Cox's expectations at Customer's sole cost and expense, or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System, as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System.

During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement. If Customer contacts Cox regarding a service problem and Cox confirms that Cox has been providing a signal to the Demarcation Point and that all Cox Equipment is functioning correctly, Customer shall be responsible for paying Cox's standard service call fee.

A9. **Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) by entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); and (ii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the "Service Areas". For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox elects to provide its Services.

A10. **Force Majeure.** Neither party shall have a claim against the other party for any failure to perform its

obligations hereunder, in whole or in part, as a result of or caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, winds, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to a public health crisis which results in a quarantine, a stay-at-home order, a shelter in place order or other restriction on workers; (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, threat of terrorism, or the taking of property by condemnation or eminent domain; (iii) strikes or labor disputes; (iv) fuel shortages, energy shortages, power outages, or power reductions, including without limitation, proactive power reductions or power outages by power companies for safety reason, wildfire prevention, conservation or other similar reason;(v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s); (viii) events which make performance inadvisable, commercially impracticable, illegal or impossible; or (viii) any other causes beyond the reasonable control of either party (each a "Force Majeure" event).

A11. **E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD," for E-Rate funding, and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services, including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services, and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox the applicable early termination fees and any unpaid non-recurring charges.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E- Rate reimbursed Services, the Agreement may be renewed on an annual or other basis upon mutual agreement of the Parties. Customer's continued use of or payment of the E-Rate reimbursed Services after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional year. The E-Rate reimbursed Services may be upgraded or modified at any time via a mutually agreeable written amendment to the Agreement at the upgrade service pricing identified in the Agreement, the service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

A12. **Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation, by adopting and reasonably implementing, and informing all end users of the Service(s) of, a policy that provides for the termination in appropriate circumstances of Customer's subscribers and account holders who are repeat infringers under Section 512(i) of the DMCA, and by responding expeditiously upon receipt of a notice of claimed infringement to remove or disable access to material that is claimed to be infringing, to the extent required by the DMCA. Cox may suspend and, in appropriate

circumstances, terminate any Service, or a portion of any Service, at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation, by repeated infringement of copyright or failure to comply with the DMCA. Customer is responsible for providing to Cox the contact information and email address for Customer's designated DMCA agent for any DMCA related infringement claim notice that Cox may be required to provide to Customer in accordance with applicable law. Customer must immediately inform Cox in writing if the designated DMCA agent contact information or email address is changed or modified during the Term of the Agreement and provide this updated information to Cox. Failure by Customer to adhere to these DMCA notice requirements shall constitute a Default as defined in Section A4 of these General Terms. Customer shall indemnify, defend and hold harmless Cox and all Cox Related Parties (as defined below in Section A19) from and against any claims, actions, or demands relating to or arising out of Customer's failure to provide current and accurate designated DMCA agent information. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

A13. **Privacy Policy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at https://www.cox.com/aboutus/policies/business- annual-privacy-notice.html and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this Agreement and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personal information to third parties via the Services. Customer and Cox do not intend that Cox will receive or have access to any personal information of Customer's end-users in providing its Services. Customer assumes all privacy notice and consent obligations to its end-users regarding any collection, use or disclosure of the end-users' personal information, including any personal information that may be disclosed to or accessed by Cox in providing its Services. To the extent expressly authorized and permitted by applicable law, Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from and against any claims, actions or demands, including without limitation, claims, actions or demands from Customer's end users, or any regulatory agency or person, that arise, in whole or in part, from Customer's collection, use or disclosure of its end users' personal information in breach of this Agreement or in violation of applicable privacy laws.

A14. **Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least sixty (60) days' prior written notice.

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (2) for Cox's Wi-Fi Services is the physical location of the Cox Wi-Fi access point. Unless otherwise agreed by the Parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e., on the Customer side of said Demarcation Point(s)).

A16. **Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

A17. **Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox, or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis.

Additionally, if Cox comes on site to Customer's facilities, Cox shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Cox upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. The Cox's employees, agents subcontracts and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises and such breach shall be considered a material breach of this Agreement.

A18. **Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or request for an after-hours appointment.

A19. **Indemnity. To the extent allowed by law,** Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Cox Related Party", and collectively, the "Cox Related Parties") harmless from and against any claim, action, or demand relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service(s), including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s) infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services.

A20. **LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER PARTY NOR ANY RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL EITHER PARTY NOR ANY RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER PARTY NOR ANY RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON

ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ANY RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR COX'S PROVISION OF THE SERVICES.

COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICE, OR THAT ANY THIRD- PARTY PROVIDED SERVICES WILL WORK WITH OR SUPPORT ANY COX SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NOT A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD-PARTY SERVICE PROVIDER. HOWEVER, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD-PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT.

COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL NOT EXCEED THE TOTAL DOLLAR VALUE OF THE FEES RECEIVED BY CUSTOMER BY COX UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEEDING THE DATE THE CLAIM ARISES.

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER PARTY, NOR THE RELATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY EITHER PARTY. BOTH PARTIES ACKNOWLEDGE THAT SOFTWARE PROGRAMS ARE COMMERCIALLY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

A21. **Protected Health Information.** In providing its Services, Cox is not and does not intend to be a business associate or "contractor" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) regulations, state healthcare privacy laws, or their associated regulations, as amended ("Medical Privacy Laws"). Cox has only random and infrequent access to protected health information as a conduit in the provision of its Services as necessary for transactions or required by law and does not store any protected health information other

than on a temporary basis incidental to the transition over the Services. It is Customer's responsibility to adequately protect any patient, medical, or protected health information. To the extent expressly authorized and permitted by applicable law, Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from and against any third party claims, actions or demands, including without limitation, claims, actions or demands from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations. To the extent that Customer has purchased any RingCentral Services and entered into a business associate agreement ("BAA") in connection therewith, that BAA is solely between Customer and RingCentral, and Customer acknowledges that Cox is neither a business associate nor a "contractor" with respect to such RingCentral Services and the provisions of this Section apply as between Cox and Customer with respect to such RingCentral Services.

A22. **Viruses, Content, Customer Information.** Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

A23. **Offshore and International Services.** Cox may determine, in its sole discretion, and at any time, whether or not to provide Services and/or any indirect, ancillary or overhead service outside of the continental United States.

A24. **Audit.** Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to Customer under the Agreement. Customer shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the Parties, at the sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non- Disclosure Agreement in a form acceptable to Cox prior to any audit.

A25. **Service Level Agreements.** If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (each, a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation, any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due

to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e., Type- II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty(30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

A26. **Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. If Cox determines that Customer is or has resold any other Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate the applicable Service(s) and/or this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

A27. **Assignment.** Neither Party may not assign or transfer any part of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information ("CPNI") to any third party that assumes this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, with Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Services may be provided by one or more Affiliates.

A28. **Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the Parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any electronic notice hereunder shall be the day that such notice was sent. The effective date of any non-electronic notice hereunder shall be the three (3) business days from the date such notice was sent. The mailing addresses of the Parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Vice-President, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

A29. **Fraud or Misuse of the Services.** Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services, such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of Cox or any third party including copying, modifying, reverse

engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy;(vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email;(viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; or (xv) auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system, or the functional equivalent of any of these systems. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate Service(s) and/or this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fees. Cox shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment.

A30. **Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary equipment and facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. **Changes.** Cox, in its sole discretion, may modify, add, supplement and/or remove any of the General Terms and/or any related policies and linked terms from time to time ("Revisions") upon written notice to Customer by any means specified in Section A28 hereof and all such Revisions will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Revisions by providing written notice to Cox via email at CBOptOut@cox.com or via a letter sent by U.S. Mail or Overnight Delivery to the Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328, stating that Customer is opting out of the Revisions. Customer's written notification to Cox must include the Customer's name, address and account number, the name and position of the person submitting the notification on behalf of the Customer, as well as a clear statement of which Revisions Customer is opting out of. Customer must submit its written notice opting out of the Revisions within the thirty (30) day Opt-Out Period, or Customer shall be deemed to accept the Revisions. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Revisions. If Customer opts out of any Revisions, Cox may either (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) provide notice to

Customer that the opted-out Revisions will not apply to Customer for the duration of the then-current Initial Term and/or Extended Term(s), as applicable. Until Cox provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Revisions properly opted out of by Customer. This paragraph states Customer's sole and exclusive remedy for any Revisions. Notwithstanding anything to the contrary in this Agreement, Cox may make Revisions that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without prior notice to Customer.

Cox may also update its AUP and privacy policy from time to time, and such updates shall be deemed effective after the update is posted online, with or without prior notice to Customer. Accordingly, Customer should check the AUP and privacy policy web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the policies. Cox's action or inaction in enforcing the AUP shall not constitute review or approval of Customer's or any other users' use or a waiver of any of its rights under the Agreement.

A32. **DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION").**

IF CUSTOMER FOLLOWS THE PROCEDURES SET FORTH IN SUBPARAGRAPH (B) BELOW, CUSTOMER HAS THE RIGHT TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE PARTIES' AGREEMENT OR WRITTEN NOTICE OF THE ADDITION OF THIS DISPUTE RESOLUTION PROVISION (THE "ARBITRATION OPT-OUT PERIOD"). OTHERWISE, CUSTOMER SHALL BE REQUIRED TO SETTLE ANY DISPUTES IT MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

(A). Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, or any of the Services or products that Cox provides to Customer (including but not limited to amounts that Cox charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer's personal information, and any alleged violation of Cox's privacy policy or the AUP). The Parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Cox or any of its affiliated entities under any other agreement. "Dispute" is to be given the broadest possible meaning that will be enforced.

(B). OPT OUT. CUSTOMER MAY OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE BY NOTIFYING COX OF THAT INTENT DURING THE ARBITRATION OPT-OUT PERIOD BY SENDING EITHER AN EMAIL TO COX AT CBOPTOUT@COX.COM OR A LETTER SENT VIA U.S. MAIL TO COX LEGAL DEPARTMENT, ATTN: LITIGATION COUNSEL, 6205B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328, STATING THAT CUSTOMER IS OPTING OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A). CUSTOMER'S WRITTEN NOTIFICATION TO COX MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COX THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE, IF IT CHOOSES TO DO SO, WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COX OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COX. IF CUSTOMER OPTS OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE FOLLOWING THE PROCEDURE OUTLINED HEREIN, THAT OPT OUT WILL REMAIN IN EFFECT IF COX MODIFIES THIS SECTION IN THE FUTURE OR CUSTOMER AGREES TO A NEW TERM OF SERVICE UNDER THIS AGREEMENT. HOWEVER, IF CUSTOMER ENTERS INTO A

NEW AGREEMENT WITH COX THAT INCLUDES ITS OWN DISPUTE RESOLUTION OR ARBITRATION PROVISION AND CUSTOMER WANTS TO OPT OUT OF THAT PROVISION, CUSTOMER WILL NEED TO FOLLOW THE INSTRUCTIONS IN THAT AGREEMENT FOR OPTING OUT. Notwithstanding the agreement to arbitrate that is described in subsection (A) above, Customer and Cox may bring appropriate Disputes (as further described below) against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

(C) EXCLUSIONS FROM ARBITRATION. THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A 'DISPUTE' SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE THAT ARISES BETWEEN COX AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

(D) Restrictions. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THESE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(E) Class Action Waiver. Customer and Cox agree that all Disputes between Customer and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Cox brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Cox. The Parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Cox, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

(F) Arbitrator Authority. The arbitration between Customer and Cox will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall be governed by the terms of this Agreement. Customer and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Cox. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

(G) Informal Dispute Resolution. Customer and Cox agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first call Cox Customer Care at the number listed on Customer's monthly bill statement. If the Cox representative is unable to resolve Customer's dispute in a timely manner, Customer shall notify Cox of the dispute by sending a written description of Customer's claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve the dispute with Customer. If Cox does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of

Customer's claim to Cox Customer Care, then Customer may pursue the claim in arbitration. Neither Customer nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205 B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending Customer a written notice of its intent to file for arbitration, Cox will send notice to the last known address of record Cox has on file for Customer.

(H) Arbitration Procedures. Customer and Cox agree that this Agreement and the services Cox provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures as modified by this Dispute Resolution Provision. NAM's Comprehensive Dispute Resolution Rules and Procedures and additional information about NAM are available on its website at www.namadr.org or by calling 1-800-358-2550. If the claim asserted in arbitration is for less than $75,000, the NAM Administrator will determine whether a party is to be classified as a consumer. If the claim asserted is for $75,000 or more, the arbitration will be treated as commercial in nature. If there is a conflict between NAM's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send a letter requesting arbitration and describing Customer's claims to Cox at CBOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Customer must also comply with the NAM's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer's own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Cox will not seek to recover its fees and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Cox provided Customer service and either party may appear either in person or by telephone.

(I) Jury Trial Waiver. If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, or if Customer opts out of this arbitration per subparagraph (B) above, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the Parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Cox if, for any reason, the dispute is not subject to arbitration.

(J)Survival. This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Cox after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Cox customer, this Dispute Resolution Provision shall apply.

A33. Miscellaneous. This Agreement with Customer includes the terms and conditions set forth in the CSA, MSA or other agreement incorporating these General Terms, whichever is applicable, these General Terms, the tariffs (as applicable), the SGs (as applicable), and any other documents referenced in the Agreement. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, to the extent that an MSA, CSA, amendment, Service Order, or other document that is part of the Agreement (e.g. exhibit, attachment, etc.), signed by both Parties expressly references and modifies these General Terms or any other part of the Agreement, then the conflicting term of such MSA, CSA, amendment, Service Order, or other document that is part of the Agreement, will govern for the limited purpose set forth in the MSA, CSA, amendment, Service Order or other document that is part of the Agreement. Notwithstanding anything to the contrary in this provision, to the extent that any third party terms that apply to a Service are incorporated into these General Terms and conflict with any other provision of this Agreement,

such third party terms govern Customer's use of the applicable Service. Except as provided above in this Miscellaneous provision, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence):

For the MSA: (i) these General Terms; (ii) any terms incorporated into the Agreement including without limitation the AUP, the Cox privacy policy, and the Cox Internet Service Disclosures; (iii) the applicable Cox tariff or SG; (iv) any MSA Amendment to the extent it applies; (v) the applicable Service Order; and (vi) the MSA.

For the CSA: (i) these General Terms: (ii) any terms incorporated into the Agreement including without limitation the AUP, the Cox privacy policy, and the Cox Internet Service Disclosures; (iii) the applicable Cox tariff or SG; (iv) any CSA Amendment to the extent it applies; (v) any CSA Special Conditions provision to the extent it applies; (vi) the Service Terms; and (vii) the CSA.

Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the Parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the Parties. The rights and obligations of the Parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the Parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment. Except as expressly set forth in this Agreement, neither party shall use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party.

A34. **Scope of Agreement.** This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration, demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

A35. **Regulatory Authority.** The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the Parties shall be subject to

modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

A36. **Ownership.** Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property. As between the Parties, Cox owns all rights, title and interest in and to the Services.

A37. **Feedback.** If Customer provides Cox with feedback and/or suggestions about the Services, then Customer hereby grants Cox an irrevocable, perpetual, sublicensable right and license to fully exploit and use that feedback and suggestions for any purpose whatsoever, including, but not limited to, incorporation into the Services, resale and/or the creation of derivative works.

A38. **Third-Party Provided Service.** In the event Cox utilizes a third-party provider to furnish the Services to Customer, Customer acknowledges and agrees any terms and conditions imposed on Cox by such third-party provider may take precedence over any term and conditions described within this Agreement, including, but not limited to, any technical specifications, performance specifications, service type, Service Level Agreements, or installation timeframes, as determined by Cox in its sole discretion.

For any Service provided via a third-party provider, Cox may pass through any outage credits Cox actually receives from the applicable third-party provider, not to exceed the Credit Allowance amount as defined by this Agreement. In the event Customer terminates a Service provided by a third-party provider other than for Default by Cox, Customer shall be responsible for any third-party provider fees assessed and sent to Cox, in addition to any other early termination liability described in this Agreement.

A39. Artificial Intelligence. Cox may utilize or provide artificial intelligence (AI) technologies to enhance the Services and improve user experience. IN ADDITION TO ANY OTHER DISCLAIMER OF WARRANTIES DESCRIBED IN THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTION A20 OF THE GENERAL TERMS, COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND RELATED TO THE AI/ML MATERIALS (as defined below) AND ANYTHING CREATED USING AL. NOTWITHSTANDING ANYTHING TO THE CONTRARY, COX SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RELATED TO, OR FOR ANY INDEMNITY CLAIMS IN CONNECTION WITH, CUSTOMER, COX', OR ANY THIRD PARTY'S USE OF AL, THE AI/ML MATERIALS, OR FOR ANYTHING CREATED USING AI. Customer further acknowledges and agrees that AL and any AI technologies, including without limitation those available with the Services (i) are based upon emerging technology, (ii) may generate output that is inaccurate, incorrect, misleading, or offensive, (iii) are not designed for or intended to meet Customer's regulatory, legal, or other obligations, and (iv) may produce output that is identical or similar to the output generated for other customers or competitors. Customer is solely responsible for assessing the accuracy of any output generating using AL, which may include employing human review of the output. Customer shall not use any AL or any AI/ML Materials where a failure or such use could result in death, injury, environmental damage, property damage or other material harm (examples of prohibited uses include using AI for medical advice, investments, financial advice, risk assessment, or other high risk advice). Customer acknowledges that Cox makes no assurances that AL or any AI/ML Materials are suitable for any high-risk use. The AI systems employed by Cox may include, but are not limited to, machine learning algorithms, natural language processing, and automated decision-making tools (collectively, the "AI/ML Materials"). Customer acknowledges and agrees that any AI/ML Materials utilized by Cox shall, as between Customer and Cox, remain the property of Cox.

A40. Change to Services. Customer acknowledges and agrees that Services are subject to change due to changes in technology, availability of equipment and materials, third-party relationships, and other factors within or outside of Cox's control. Accordingly, Cox reserves the right to suspend, modify, or terminate any Service(s) in whole or in part, either temporarily or permanently, with or without notice. Cox reserves the right to add or remove features and capabilities from the Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox shall not be liable for any damages resulting from any modification or cessation of any Service(s).

A41. Third Party Technology. Services may be provided by one or more third-parties (each, a "Third Party Technology"), which Cox may identify to Customer on Customer's Agreement, billing statement, or other product documentation, if applicable. To the extent provided by third-parties, Customer's use of the Services may be additionally subject to the Third-Party Technology provider(s)' terms set forth in the applicable section of this Agreement (individually and collectively, "Third-Party Terms"). In the event of a conflict between the Third-Party Terms and any other term or condition of the Agreement, the Third-Party Terms shall control with respect to the purchase and/or use of the applicable Services, to the extent such Service is provided by a Third-Party Technology. If the Services include access to a Third-Party Technology provider's service portal or other online environment, Customer acknowledges that any such environment is outside Cox's control and may be subject to additional Third-Party Terms, including privacy and data usage policies. In the event that Cox's agreement with a Third-Party Technology provider ends, Cox may, at its option, (a) make commercially reasonable efforts to provide substantially similar Services from another provider; or (b) terminate the Services upon no less than ninety (90) days' prior written notice to Customer, unless such notice is not reasonably practicable under the circumstances, in which case Cox will provide as much notice as practicable.

To enable installation and maintenance of any equipment required for Services (the "Network Equipment") set forth below, Customer shall provide Cox with the following: (a) complete access to the Premises to the extent required, in Cox's reasonable discretion, to complete all installation and subsequent maintenance activities associated with the Service, including Network Equipment installation locations, at agreed upon time(s) to install, turn up, and service the Network Equipment; (b) all LAN equipment to connect to the Network Equipment, which includes, but is not limited to, switches and servers; (c) the necessary connections from the Network Equipment to the Customer LAN (switches, other equipment) to ensure that the Network Equipment can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Network Equipment and any other Cox Equipment; (e) a ready and available space for installation of equipment, including environmental conditions and power outlets suitable for the Services to be installed; and (f) a Customer point of contact, including name/position and up-to-date contact information, who will be available at all times to provide necessary access, to answer questions, and to provide relevant Customer information about the site survey, configuration requirements, any applications that are expected to be supported through the Network Equipment, and, where applicable, self-installation. In addition, Customer shall store any Network Equipment delivered by Cox in advance of installation in a safe and secure location and manner until installation is completed.

A42. 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.

A43. Insurance. Each party shall secure and maintain, or cause to be secured and maintained during the term of the SOW, comprehensive general liability, property damage, workers compensation, professional technical errors and omissions, and cyber liability in amounts generally acceptable in the industry, and professional liability insurance providing minimum limits of liability of $1,000,000 per occurrence and $3,000,000 in aggregate. Such coverage may be provided through policies obtained from third party insurance carriers or through a program of self-insurance. A party shall deliver to the other party certificate(s) of insurance (COI) evidencing such insurance coverage upon request by the other party. Cox shall list Customer as Additional Insured in its COI accompanied with the Endorsement Page confirming Customer is an Additional Insured. Said insurance shall survive the termination of the Agreement.

A44. Non-Excluded Healthcare Provider. Cox represents and warrants to Customer 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. Cox represents and warrants to Customer 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 Cox or its affiliates or to their knowledge against any employee, contractor or agent

engaged to provide goods or services under the Agreement. (collectively "Exclusions / Adverse Actions").

A45. Personnel On-Site. If Cox comes on site to Customer's facilities, Cox shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Cox upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. The Cox's employees, agents subcontracts and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises and such breach shall be considered a material breach of this Agreement.

B. Terms and Conditions Applicable to Internet and Network Services

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and Network Service(s):

B1. **Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT www.cox.com/internetdisclosures SHALL APPLY.** Cox Internet Services may consist of cable modem based Services and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Cox reserves the right to change an IP address at any time for any reason. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below in Section B2. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at coxbusiness.com/cbsurchargesandfees. The one- time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox may employ reasonable network management practices to address bandwidth usage.

B2. **Equipment Requirements For Customer Provided Modem.** Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) compliant with DOCSIS or other applicable transport protocol;3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and not compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

B3. **IP Address/Domain Name Registration.** Cox allocates IP addresses to Customer according to

InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

B4. **Cox Optical Internet with Burst Option ("Burstable Service").** Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate ("CIR") specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95^{th}) Percentile. If the Ninety-Fifth (95^{th}) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95^{th}) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95^{th}) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

B5. **Customer Purchased WiFi Service.** Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALLY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

B6. **Cox Internet Gateway, Guest Wi-Fi, and External Distribution.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's Premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at www.cox.com, or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat countertop or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

B7. **Managed Wi-Fi.** In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to the applicable early termination fees. In

connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi- Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud- based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as (but not limited to) pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the Content Filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing. The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The Parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

B8. **Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering, this provision shall apply. Managed Router services may be referred to by the product name Managed Router in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Managed Router Services(s)" for purposes of this Agreement. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term. Customer acknowledges that that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to early termination fees. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) may install certain equipment, which may include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router

Service, Customer shall maintain passwords for Customer's end user accounts through Customer's authentication server to enable remote access. Customer's use of the Managed Router Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same.

Customer shall notify Cox of any breach of security of which Customer becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services.

B9. **SD-WAN.** If Customer purchases SD-WAN Services of any type or any other similar product offering, this provision shall apply. SD-WAN Services may also be referred to by the product names SD-WAN, Advanced Managed COI/CFI, Managed COI, and/or Managed CFI in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "SD-WAN Services(s)" for purposes of this Agreement. To receive SD-WAN Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term. Customer acknowledges that the SD-WAN Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of SD-WAN Services product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the SD-WAN Services, which may be subject to early termination fees. In connection with the SD-WAN Services, Cox (or a third-party provider or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the SD-WAN Services or any other Cox Equipment unless expressly authorized in writing by Cox to do so. The SD-WAN Service(s) provided to Customer may employ equipment and/or services from Velocloud, Fortinet, Broadcom, or Meraki, which are each a Third-Party Technology, as defined above. Customer's Third-Party Technology is identified on Customer's CSA, MSA, and/or via Customer's MyAccount portal. In addition to the terms of this Agreement, Customer's use of the SD-WAN Services is subject to the Third-Party Terms set forth below, as applicable, based on Customer's Third-Party Technology. In the event of a conflict between the Third-Party Terms andany other term or condition of this Agreement, the Third-Party Terms shall control with respect to the purchase and/or use of the SD-WAN Services. Cox reserves the right to update the Third-Party Terms, including without limitation Third-Party Terms related to Meraki (a vendor for a new offering provided by Cox in late 2025) at any time without prior notice.

A. Velocloud Terms: Customer shall be subject to an End User Agreement (including without limitation the Data Processing Addendum found at https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-data-processing-addendum.pdf). Customer shall have no right to sublicense or transfer the VSP Service (as defined in the applicable agreement between Velocloud and RapidScale), to any third party other than in connection with a permitted assignment of an end user contract. THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND VELOCLOUD DOES NOT WARRANT THAT THE FUNCTIONS OR FEATURES CONTAINED WITHIN THE PRODUCTS WILL MEET COX'S OR CUSTOMERS' REQUIREMENTS, OR WILL OPERATE IN ANY COMBINATION WHICH MAY BE SELECTED FOR USE BY COX OR CUSTOMERS, OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS THAT MAY EXIST IN THE PRODUCTS WILL BE CORRECTED. VELOCLOUD DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANY FAILURE OF THE PURPOSE OF ANY LIMITED REMEDY, VELOCLOUD'S ENTIRE LIABILITY FOR BREACH OF WARRANTY AND FAILURE TO CURE AS PROVIDED THEREIN SHALL BE LIMITED TO THE REMEDIES SET FORTH WITH SUCH WARRANTY. If

Customer provides VeloCloud with suggestions, modifications, improvements or other feedback to the Service, then VeloCloud may freely use such feedback.

B. Fortinet Terms: Except as permitted under applicable laws, Customer shall not disassemble, decompile, or otherwise reverse engineer any Licensed Programs (as defined in the applicable agreement between Fortinet and Cox (the "Fortinet Agreement")), in whole or in part. The Products (as defined in the Fortinet Agreement) and services may be subject to the United States Export Administration Regulations and other import and export laws; diversion contrary to United States law and regulation is prohibited. Customer shall comply with all applicable international and national laws that apply to the Products and Services as well as customer, end-use, and destination restrictions issued by U.S. and other governments. For additional information on U.S. export controls see www.bis.doc.gov. While Fortinet takes commercially reasonable and industry standard technical and organizational steps to ensure the security of the Services, it is not responsible for the accidental loss or destruction of any data any Customer transmits using the applicable service and Fortinet disclaims all liability of any kind in relation to the content or security of data that any Customer sends or receives through the service. Further, Fortinet does not guaranty the accuracy of the reports, which may be compromised by various network incidents that impact data collection and accuracy; e.g. network outages, hardware upgrades, and the like. Customer agrees and acknowledges that Fortinet may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, Customer agrees (i) that Fortinet may implement and maintain an interception capability suitable to meet these requirements where Fortinet and/or partners are obliged by law to ensure or procure that such a capability is implemented and maintained; (ii) that Fortinet may implement and maintain a data retention capability for the Service to meet requirements where Fortinet and/or its partners are obliged by law to ensure or procure that data is retained; and (iii) Fortinet may at times cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Customer. If Fortinet is required to do so by law, this may include but is not limited to, disclosure of Customer's contact information to law enforcement authorities or rights-holders.

C. Broadcom Terms: Customer shall be subject to the Broadcom End User Agreement, (https://www.broadcom.com/company/legal/licensing) (excluding any terms governing payments, pricing, delivery, and discounts as such terms are between Customer and Cox). Customer agrees that Broadcom may use any feedback provided Customer related to any Broadcom Offering (as defined in the applicable agreement between Broadcom and Cox) for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works. Due to the nature of computer software, Broadcom does not warrant that operation of Broadcom Offerings will be error-free or uninterrupted.

B10. **Wavelength Service Best Effort Restoration Feature.** The Cox Wavelength network allows for automatic restoration of Wavelength services in certain instances. If a Wavelength service experiences a fiber cut or other major outage, the Wavelength service may be automatically rerouted across another non-affected path, if available. Once the Wavelength service has been restored, traffic will revert to the original path. Any Wavelength service with automatic traffic rerouting shall not be considered a protected or enhanced Wavelength service. Automatic traffic rerouting is a best-effort feature provided at no additional cost as a potential operational benefit to Customer. Cox shall be subject to no liability, and Customer shall not be entitled to any credits, in the event the automatic restoration described in this Section B10. fails to occur. If Customer purchases diverse routes to the applicable Wavelength from other service providers and wants to deactivate this automatic restoration feature, Customer must inform Cox in writing and request deactivation.

B11. **Managed Firewall.** If Customer purchases Managed Firewall Services of any type, this provision shall apply. Managed Firewall services may be referred to by the product names Managed Firewall, COI Firewall, and/or Cloud Firewall in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Managed Firewall Services" for purposes of this Agreement. To receive Managed Firewall Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term. Customer acknowledges that the

Managed Firewall Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Firewall product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Firewall Services, which may be subject to early termination fees. In connection with the Managed Firewall Services, Cox (or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Managed Firewall Service or any Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Firewall Service, Customer shall maintain passwords for Customer's end user accounts through Customer's authentication server to enable remote access. Customer's use of the Managed Firewall Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same. Customer shall notify Cox of any breach of security of which Customer becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Firewall Services. Customer acknowledges and agrees that neither Cox nor any third-party provider guarantees that there will be no security breaches, incidents, problems or threats to Customer's network or systems and that the Managed Firewall Services are intended only to help identify such threats. Neither Cox nor its third-party providers shall be responsible for any security breach or other incident that Customer experiences. Without limiting any other provision of the Agreement, Cox does not warrant, and expressly disclaims any warranty that, the Managed Firewall Services will be error free or that they will detect and/or respond to all threats or malicious activity directed at Customer, Customer's network or Customer's systems. Further, Cox takes no responsibility for any security breaches, incidents, problems or threats that may occur as a result of Cox's or its third-parties providers' fulfillment of Customer's instructions.

B12. **Net Assurance.** If Customer purchases Net Assurance, this provision shall apply. Net Assurance Services may be referred to by the product names Net Assurance and/or Business Continuity in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Net Assurance" for purposes of this Agreement. To receive Net Assurance, Customer must purchase, and maintain in place at the Premises, Cox Business Internet, Cox Fiber Internet, or other Cox Internet Services and/or Cox Networking Services as required by Cox, at all times during the Term. Customer acknowledges that Net Assurance cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Net Assurance product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Net Assurance Services, which may be subject to early termination fees. In connection with Net Assurance, Cox (or a third-party provider or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Net Assurance device or any other Cox Equipment unless expressly authorized in writing by Cox to do so. Customer's use of the Net Assurance Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same. Customer acknowledges that the Net Assurance equipment contains a cellular connection and a battery intended to maintain service in the event of a power outage. The battery life is limited to up to two (2) or up to four (4) hours, depending on the product version Customer chooses. Customer shall keep the equipment plugged in to an electrical outlet at all times to maintain its charge. Customer acknowledges that, in the event of a power outage, cellular backup will be limited to the life of the battery. Customer shall check the equipment on a weekly basis to ensure both that it remains plugged in to a power outlet and connected to Customer's internet gateway. Customer shall contact Cox for service if at any time the indicator lights on the equipment do not indicate proper function. Customer acknowledges and agrees that the cellular backup service is solely intended to provide connectivity to Customer's internet equipment due to a temporary internet service outage in the business location identified on Customer's CSA or other services agreement. Customer shall not at any time move the Net Assurance equipment or attempt to use it in any location except where originally installed, without express written consent from Cox. Customer further acknowledges that the Net Assurance equipment uses a cellular connection which consumes data. In the event of excessive consumption of cellular data, Cox reserves the right to limit the data speed or capacity

available to provide cellular backup service for the remainder of the then-current billing period without notice to Customer.

B13. **Managed SD Network.** If Customer purchases Managed SD Network Services of any type or any other similar product offering, this provision shall apply. Managed SD Network Services may also be referred to by the product name Managed SD-Network and/or Managed Internet Edge in this Agreement, marketing materials, customer billing, and related documents, and all are referred to collectively as "Managed SD Network" for purposes of this Agreement. The Managed SD Network Service(s) provided to Customer may employ equipment and/or services from Meraki or another Third-Party Technology identified on Customer's CSA or MSA. To receive Managed SD Network, Customer must purchase, and maintain in place at the Premises, Cox Business Internet, Cox Fiber Internet, or other Cox Internet Services and/or Cox Networking Services as required by Cox, at all times during the Term. Customer acknowledges that Managed SD-Network cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed SD-Network product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed SD Network Services, which may be subject to early termination fees. In connection with Managed SD-Network, Cox (or a third-party provider or an affiliate, contractor or subcontractor of same) may install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer shall not alter or tamper with the Managed SD Network device or any other Cox Equipment unless expressly authorized in writing by Cox to do so. Customer's use of the Managed SD Network Service is subject to applicable Cox user guides which Cox may provide, and Customer agrees not to use the Service in violation of same. In addition to the terms of this Agreement, Customer's use of the Managed SD Network Services is subject to the applicable Meraki terms. In the event of a conflict between such Meraki terms and any other term or condition of this Agreement, the Meraki terms shall control with respect to the purchase and/or use of the Managed SD Network Services. Customer acknowledges and agrees that neither Cox nor Meraki guarantees that there will be no security breaches, incidents, problems or threats to Customer's network or systems and that the Managed SD Network Services are intended only to help identify such threats. Neither Cox nor Meraki shall be responsible for any security breach or other incident that Customer experiences. Without limiting any other provision of the Agreement, Cox does not warrant and expressly disclaims any warranty that the Managed SD Network Services will be error free or that they will detect and/or respond to all threats or malicious activity directed at Customer, Customer's network or Customer's systems. Further, Cox takes no responsibility for any security breaches, incidents, problems or threats that occur as a result of Cox's or its third-parties' fulfillment of Customer's instructions. Customer acknowledges and agrees that the Managed SD Network cellular backup service is solely intended to provide connectivity to customer's internet equipment due to a temporary internet service outage in the business location identified on Customer's Agreement. Customer shall not at any time move the Managed SD Network equipment or attempt to use it in any location except where originally installed, without express written consent from Cox. Customer further acknowledges that the Managed SD Network equipment uses a cellular connection which consumes data. In the event of excessive consumption of cellular data, Cox reserves the right to limit the data speed or capacity available to provide cellular backup service for the remainder of the then-current billing period without notice to Customer.

B14. **MalBlock Service.** If Customer purchases the Cox MalBlock Service (as "MalBlock Service" is defined below), this provision shall apply. The MalBlock Service is a service designed to prevent Customer's (i) Local Area Network (LAN) connected devices or (ii) Corporate Wi-Fi connected devices from accessing known malicious or unwanted Internet domains when Customer is utilizing Cox Internet Service. For the purpose of this Section B14, "Corporate Wi-Fi" shall mean the Wi-Fi network provided by Customer to its employees which uses the same configurations and settings as the applicable Customer LAN. Customer is responsible for configuring its LAN and Corporate Wi-Fi so that the MalBlock service applies to the devices connected to such LAN and Corporate Wi-Fi. Further, Customer shall manually configure any Internet device using static DNS providers in order for MalBlock Service to function on such device. Customer acknowledges and understands that the MalBlock Service is not an antivirus or firewall software and will not protect against inbound attacks on Customer's network. MalBlock Service will not block an Internet domain unless (i) Cox has blacklisted such Internet Domain and determined, in its sole discretion, that such Internet domain is potentially malicious or (ii)

Customer has configured its web filtering policies to prevent access to such Internet domain or category of Internet domains in which such Internet domain may be included. Customer shall be solely responsible for configuring its web filtering policies, and Cox shall have no responsibility or liability with respect to the same. To receive MalBlock Services, Customer must purchase and maintain Cox Internet Service at all times during the Term, it being understood that the MalBlock Service cannot operate without such underlying Cox Internet Service. Any termination or discontinuation of such Cox Internet Service may result in an immediate termination or discontinuation of the MalBlock Services, which may be subject to early termination fees. MalBlock Service will not prevent an Internet connected device from accessing Internet domains if such device: (i) is not utilizing a Cox Internet Service, (ii) is not connected to the Internet via Customer's correctly configured LAN or Corporate Wi-Fi, (iii) is connected to the Internet via Customer's 'Guest' Wi-Fi network, or any other Wi-Fi network other than Customer's correctly configured Corporate Wi-Fi, including one provided by Cox, (iv) is connected via direct IP-to-IP communication (including via virtual private network technology), or (v) is connected to the Internet through LTE backup service. Customer acknowledges and agrees that the MalBlock Service is a best-effort service and may not be error-free. Cox shall have no liability for any failures by the MalBlock Service to prevent Customer's LAN or Corporate Wi-Fi connected devices from accessing malicious or unwanted Internet domains that were intended to be blocked by (i) Cox's pre-determined blacklist or (ii) Customer's web and Internet domain filtering policies. The MalBlock Service is further subject to any and all disclaimers of warranty and limitations of liability provided for within this Agreement, including, without limitation, these General Terms, including Section A20 of the General Terms. In addition, Customer's Malblock service is subject to the following additional terms when used on a mobile basis: malblock-mobile-end-user-license-agreement.pdf.

B15. **Internet Threat Blocker Service (ITB)**. If Customer subscribes to Cox Internet Services, Cox may provide the Cox ITB Service (as "ITB Service" is defined below), in which case this provision shall apply. The ITB Service is a service designed to prevent Customer's (i) Local Area Network (LAN) connected devices or (ii) Corporate Wi-Fi connected devices from accessing known malicious or unwanted Internet domains when Customer is utilizing Cox Internet Service. For the purpose of this Section B15, "Corporate Wi-Fi" shall mean the Wi-Fi network provided by Customer to its employees which uses the same configurations and settings as the applicable Customer LAN. Customer is responsible for configuring its LAN and Corporate Wi-Fi so that the ITB Service applies to those devices connected to such LAN and Corporate Wi-Fi selected by Customer for the ITB Service. Further, Customer shall manually configure any Internet device using static DNS providers in order for ITB Service to function on such device. Should Customer wish to discontinue use of ITB Service, Customer shall manually change the DNS configuration to remove ITB Service. Customer acknowledges and understands that the ITB Service is not an antivirus or firewall software and will not protect against inbound attacks on Customer's network. ITB Service will not block an Internet domain unless Cox has blocked such Internet Domain and determined, in its sole discretion, that such Internet domain is potentially malicious. To receive ITB Services, Customer must purchase and maintain Cox Internet Service at all times during the Term, it being understood that the ITB Service cannot operate without such underlying Cox Internet Service. Any termination or discontinuation of such Cox Internet Service may result in an immediate termination or discontinuation of the ITB Services. ITB Service will not prevent an Internet-connected device from accessing Internet domains if such device: (i) is not utilizing a Cox Internet Service, (ii) is not connected to the Internet via Customer's correctly configured LAN or Corporate Wi-Fi, (iii) is connected via direct IP-to-IP communication (including via virtual private network technology), or (iv) is connected to the Internet through LTE backup service. Customer acknowledges and agrees that the ITB Service is a reasonable effort service and may not be error-free. Cox shall have no liability for any failures by the ITB Service to prevent Customer's LAN or Corporate Wi-Fi connected devices from accessing malicious or unwanted Internet domains that were intended to be blocked by Cox's pre-determined blocked list. The ITB Service is further subject to any and all disclaimers of warranty and limitations of liability provided for within this Agreement, including, without limitation, these General Terms, including Section A20 of the General Terms. In addition, Customer's ITB Service is subject to the following additional terms when used on a mobile basis: malblock-mobile-end-user-license-agreement.pdf.

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INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 1,137

Corporate/Business Entity Name:	Cox Nevada Telcom, LLC		
(Include d.b.a., if applicable)	Cox Business		
Street Address:	1700 Vegas Drive	**Website:**	www.coxbusiness.com
City, State and Zip Code:	Las Vegas, NV 89106	**POC Name:** **Email:**	
Telephone No:		**Fax No:**	
Nevada Local Street Address: **(If different from above)**		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Cox Communications Las Vegas, Inc	Corporation	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.

Signed by: Steve Westerman
D6C8D23CC7524A6...

Signature

Steve Westerman
Print Name

Vice President, Cox Business
Title

4/15/2026
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A - Cox has no knowledge of any affiliations			

* 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:	**Professional Services Agreement (Pediatric Urology) with Children's Urology Associates, LLC**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Pediatric Urology On-Call Coverage with Children's Urology Associates, LLC; exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000612000 Funded Pgm/Grant: N/A
Description: Pediatric Urology On-Call Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 5/1/2026 to 4/30/2029 with two 1-year options
Amount: $300 per day for on-call services; NTE $109,500 per year or NTE $547,500 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

Since May 2015, UMC has had an agreement with Children's Urology Associates, LLC ("Provider") to provide pediatric urology on-call services ("Services").

This request is to enter into a new Professional Services Agreement for Group Physician On-Call Coverage with Provider to continue to provide the Services. Provider will provide 24/7 consultative, emergency and on-call pediatric urology services for UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate Provider $300 per day or a NTE total of $109,500 per year from May 1, 2026 through April 30, 2029, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

Cleared for Agenda
April 29, 2026

Agenda Item #
9

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

Provider currently holds a Clark County business license.

The Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2026 meeting and recommended for approval by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this 28th day of April 2026, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital") and **Children's Urology Associates, LLC**, a Nevada professional corporation with its principal place of business at 6670 South Tenaya Way, Suite 180, Las Vegas, Nevada 89113 (hereinafter referred to as "Provider");

WHEREAS, Hospital is the operator of a Pediatric Department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as pediatric urologists; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of pediatric urology, as more specifically described herein.

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to pediatric urology services.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Pediatrics.

1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on **Exhibit A** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.6 On-Call Services. Emergency and on-call pediatric urology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the pediatric urology rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;

ii. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement;
vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each Member Physicians (and Allied Health Providers as applicable), represents and warrants that he or she:

i. is Board Certified in Urology;
ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
v. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
x. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to remove any Member Physician or Allied Health Provider that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Allied Health Providers, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and Allied Health Providers, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider's Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Allied Health Providers, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created

or received by either party; (ii) relates to the past, present, or future physical 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 (iii) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein

and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-

party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider $300.00 per day for the On-Call Services, or for an annual amount not-to-exceed $109,500.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

5.2 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (d) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 Provider will also forfeit one entire day's fee if a patient is re-admitted within ten (10) days at Hospital due to Provider's failure to make all reasonable efforts to provide follow-up care as required in **Exhibit A**, Clinical Services, subsection (b) of this Agreement.

5.4 Except as otherwise provided in this Agreement, Hospital will not withhold payment to Provider for Services already rendered to patients.

5.5 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on May 1, 2026, and subject to Section 7.5, shall remain in effect through April 30, 2029 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2)

additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation;

c. Any action against the license of any of Provider's Member Physicians;

d. Any breach of a representation or warranty as required under Section 2.3; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

i. The exclusion of Provider from participation in any federal health care program; or

ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.

b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

i. Professional misconduct by any of Provider's Member Physicians or Allied Health Providers as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder wherein such Member Physician or Allied Health Provider is not timely removed by Provider;

ii. Conduct by any of Provider's Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction;

iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

i. The exclusion of Hospital from participation in a federal health care program;

ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

iii. The failure of Hospital to maintain full accreditation by The Joint Commission;

iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors in accordance with applicable law.

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

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at corey.mcdaniel@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its

own expense any actions or proceedings brought by reason of such claim, action or cause of action. Provider's obligation to indemnify and/or defend shall survive the termination of this Agreement if the incident requiring such indemnification or defense occurred during the Agreement term, or any extension thereof, and directly or indirectly relates to the Provider's obligations or performance under the terms of this Agreement.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail (deemed received three (3) days after mailing), facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Provider: Children's Urology Associates
Attn: George S. Ganesan, MD
6670 South Tenaya Way, Suite 180
Las Vegas, Nevada 89113

7.19 Publicity. Neither Hospital nor Provider 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.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors,

employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Agreement for Physician On-Call Services dated April 28, 2021.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:
Children's Urology Associates, LLC

By: _____
Jessica T. Casey, MD

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider is to provide Pediatric Urology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff, to meet the pediatric urologic consultation needs of Hospital's inpatients, outpatients and emergency services excluding patients that come in under a "trauma activation".

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

c. Provider will be called at the time the individual completing the Medical Screening Examination identifies the patient's medical condition requiring pediatric urology services.

d. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the pediatric urologist on-call and the appropriately designated individual who completed the Medical Screening Examination, and provided that the pediatric urologist on-call agrees that this is a reasonable request.

e. On a rare occasion it may be necessary to transfer a patient from the Hospital ER to another facility, if Provider is unable to respond in-person to Hospital in a timely manner and Provider feels that waiting will put the patient at risk of an adverse outcome. The decision to transfer a patient to another facility shall be in consultation with the pediatric urologist on-call and the appropriately designated individual who completed the Medical Screening Examination.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services.

b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department inpatients and outpatients.

c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as pediatric Emergency Department patients and pediatric Trauma Department patients.

d. Oversee and supervise the overall pediatric urology program and perform all administrative, departmental, supervisory and educational functions related to the operation of the pediatric urology program, and as required from time-to-time by Hospital's CEO, or his/her designee.

e. Actively participate in Utilization Management (UM) Committee and related initiatives.

f. Provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

George S. Ganesan, MD
James Chadwick Plaire, MD
Jessica T. Casey, MD

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

g. Provider shall perform appropriate clinical documentation.

h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and

all applicable policies and/or procedures.

j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.

s. Provider shall maintain a score within ten percent (10%) of the University Health System Consortium (UHC) compared (currently 6.24%) to its thirty (30) day readmission score for related admissions.

t. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay-unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

u. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

w. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Corey.Mcdaniel@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Children's Urology Associates	
(Include d.b.a., if applicable)		
Street Address:	6670 S. Tenaya Way Ste 180	**Website:** www.cualv.com
City, State and Zip Code:	Las Vegas NV 89113	**POC Name:** **Email:** Childrens99@cualv.com
Telephone No:	702-369-4999	**Fax No:** 702-369-7993
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)
Jessica Casey MD	Owner	33%
James C. Plaire MD	Owner	33%
George Ganesan MD	Owner	33%

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

James Plaire MD
Print Name

4-14-26

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Title | Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**First Amendment to the Contingent Permanent Placement Agreement with Optimum Healthcare Solutions, 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 First Amendment to the Contingent Permanent Placement Agreement with Optimum Healthcare Solutions, LLC; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000714200
Description: Permanent Placement Services for Radiologists
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 3 years, through February 27, 2029
Amount: Additional $504,000
Out Clause: Upon notice w/o cause

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

BACKGROUND:

On February 28, 2024, the Governing Board approved the Agreement with Optimum Healthcare Solutions, LLC, ("Optimum") for permanent placement staffing services. Optimum's placement fee is 16% of a candidate's first-year salary for every candidate referred who becomes employed. The Agreement includes a guarantee of 90 days of employment, or UMC receives a refund of the placement fee or credit towards a replacement candidate.

This First Amendment will extend the Agreement for three (3) additional years, through February 27, 2029, and add $504,000 in additional funding.

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

The Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2026, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
April 29, 2026

Agenda Item #
10

FIRST AMENDMENT TO THE CONTINGENT PERMANENT PLACEMENT AGREEMENT

This First Amendment ("First Amendment") is effective as of February 27, 2026, and is by and between **University Medical Center of Southern Nevada** ("Client" or "UMC"), and **Optimum Healthcare Solutions, LLC** ("Optimum").

WHEREAS, Client and Optimum entered into that certain Contingent Permanent Placement Agreement dated February 26, 2024, (the "Agreement"); and

WHEREAS, Client and Optimum wish to 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, Client and Optimum hereby agree as follows:

1. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **4. Termination**: The term of this Agreement shall remain in effect for a period of **three (3)** years from the Effective Date unless earlier terminated in accordance with the provisions herein or amended by the parties in writing. Either party may terminate this Agreement upon written notice to the other party. In the event the Agreement is terminated, all provisions of this Agreement shall remain in full force and effect with respect to Candidate referrals and fees owed.

2. 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.

Optimum Healthcare Solutions, LLC	**University Medical Center of Southern Nevada**
Signature:_____	Signature:_____
Printed Name: Heather Croke	Printed Name: Mason Van Houweling
Title: CPO	Title: Chief Executive Officer
Date:_____	Date: _____

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Optimum Healthcare Solutions, LLC	
(Include d.b.a., if applicable)		
Street Address:	22 Roulston Rd	**Website:www.medicus.com**
City, State and Zip Code:	Windham, NH 03087	**POC Name: Harris Brower** **Email: hbrower@optimumperm.com**
Telephone No:	603-816-9023	**Fax No:**
Nevada Local Street Address: **(If different from above)**	NA	**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)
REP, Dan Harknett	Partner	55.3%
BPOC, Peter Magas	Partner	26.6%

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

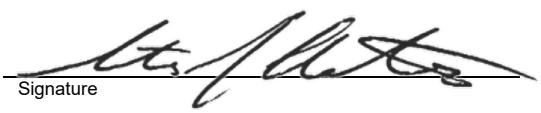
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ 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

Steven Armstrong

Print Name

CFO

Title

4/15/26

Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

* 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:	**Physician/Advanced Practice Provider & Physician Executive Multiple Search Agreement with Jackson Physician Search, 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 Physician/Advanced Practice Provider & Physician Executive Multiple Search Agreement with Jackson Physician Search, LLC; execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000714200 Funded Pgm/Grant: N/A
Description: Permanent Placement Services for Physicians/APPs/Physician Executive
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 3 years from the Effective Date
Amount: NTE $450,000
Out Clause: Upon 30 days' notice w/o cause

BACKGROUND:

This request is to enter into a new Agreement with Jackson Physician Search, LLC ("JPS") for the recruitment of qualified physicians, advanced practitioners, and physician executives. For clinical providers, UMC will compensate JPS with an initiation fee per search and a placement fee per search. For the executive search, UMC will compensate JPS with approximately 33% of a candidate's first-year salary for each candidate referred who is employed, with the fee to be paid in three installments.

The Agreement is for a term of three (3) years from the effective date, unless terminated with thirty (30) days' written notice. Staff also requests authorization for the Hospital CEO to execute renewals and amendments within his annual delegation of authority, if deemed beneficial to UMC.

UMC's Chief Human Resources Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

The Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2026 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
April 29, 2026

Agenda Item #
11

Your Partner in Physician Search

PHYSICIAN/ADVANCED PRACTICE PROVIDER & PHYSICIAN EXECUTIVE MULTIPLE SEARCH AGREEMENT

This Physician/APP provider/Physician Executive Search Agreement (Agreement) by and between **University Medical Center of Southern Nevada, a public owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes,** (Client) and **Jackson Physician Search, LLC** ("Company"), is dated as of **the date last signed by the parties below** (Effective Date). Client hereby engages the Company to conduct Executive & Physician Leadership and/or Clinical Provider Searches. Client will activate searches via email based on the fee structure in this Agreement. The Client and Company agree to the engagement under the terms and provisions specified below:

COMPANY AGREES TO:

1. Conduct an onsite Opportunity Appraisal Assessment of the proposed search requested. During the Opportunity Appraisal Assessment, Company will explain the recruiting process, work with Client to define candidate specifications, obtain information from Client on the practice opportunity and community, and define our mutual responsibilities in the recruiting process.
2. Develop a marketing strategy tailored to Client's needs highlighting the Client's opportunity.
3. Advise Client with respect to current "market" trends that Client should include in its Client-Physician/APP provider/Physician Executive Agreement.
4. Screen all candidates, including verification of Board Certification, State Licensure and applicable public records.
5. Upon request, coordinate travel logistics on each candidate and spouse/significant other (if applicable) visiting Client's location.
6. Communicate candidate's interest in Client's opportunity subsequent to on-site visit.
7. Assist in the negotiation of an acceptable Client-Physician/APP provider/Physician Executive Agreement should mutual interest be established.
8. Use best efforts to conduct the Physician search and communicate with Client at least bi-weekly.

CLIENT AGREES TO:

1. Work with Company during onsite Opportunity Appraisal Assessment to develop mutually agreeable recruiting strategies and guidelines.
2. Reimburse each Physician/APP provider/Physician Executive candidate and spouse/significant other for pre-approved travel and other related expenses incurred as a result of a visit to Client's location, and upon reasonable request, prepay travel expenses for interview. Client agrees to reimburse Company should Company prepay for an interview.
3. Pay all invoices within thirty (30) days after the date of receipt. Continued services will be suspended immediately for outstanding balances greater than thirty (30) days.
4. Reimburse Company for pre-approved out-of-pocket expenses incurred on Client's behalf. This includes recruiter travel to Client's location for the Opportunity Appraisal Assessment, as well as any Advertising/Sourcing expenses described below. All Candidate or recruiter travel expenses will be pre-approved by Client. Reimbursement for recruiter and candidate travel expenses shall not exceed the amounts permitted under Client Travel policies, copies of which have been provided in advance to Company.
5. Respond regarding candidates shared within two (2) business days.
6. Once a search is activated under this Agreement, Client agrees to use Company exclusively and will not engage any other search firm, recruiter, or third party to perform recruitment services for that position. Any violation of this provision shall require Client to pay the applicable Placement Fee or Non-Contract Placement Fee as outlined in this Agreement.

PROFESSIONAL EXECUTIVE SEARCH FEE:

The total fee for Executive and Physician Leadership searches is calculated as thirty-three percent (**33%**) of the selected hire's estimated first-year compensation, based on the midpoint of the Client's approved salary range. For purposes of this Agreement, 'first-year compensation' means base salary plus any guaranteed compensation paid in the first twelve (12) months and excludes discretionary bonuses unless otherwise agreed in writing.

This fee shall be paid in three equal installments per activated search as follows: (i) upon activation of the applicable search; (ii) thirty (30) days thereafter; and (iii) upon execution of a Client–Physician Executive employment agreement with the selected candidate.

Position Type	Initiation Fee (per search)	30-Day Installment (per search)	Placement Fee (per search)
Physician Executive	11% of first-year compensation	11% of first-year compensation	11% of first-year compensation

NON-EXECUTIVE SEARCH FEES FOR PROFESSIONAL CLINICAL PROVIDERS:

For Professional Clinical Provider searches, the fee structure consists of three components: an Initiation Fee, a Monthly Advertising & Sourcing Investment, and a Placement Fee.

For Physician and CRNA searches, the Initiation Fee is **Twenty Thousand Dollars ($20,000)** and the Placement Fee is **Twenty Three Thousand Dollars ($23,000)**.

For Advanced Practice Provider (APP) searches, the Initiation Fee is **Eighteen Thousand Dollars ($18,000)** and the Placement Fee is **Twenty Thousand Dollars ($20,000)**. All Clinical Provider searches are activated individually and billed according to these amounts.

Position Type	Initiation Fee (per search)	Placement Fee (per search)
Physician/CRNA	$20,000	$23,000
APP Provider	$18,000	$20,000

Initiation Fee: This fee covers the design & creation of a search specific Marketing Plan which covers E-mail design for E-mail blasts to all candidates within Jackson Physician Search's proprietary database, set up costs for posting job(s) onto multiple job boards, and utilization of social media sites.
Monthly Advertising Investment: Billed at the end of each month and covers maintaining/updating all relevant Job Boards, association sites, all Email Campaigns, Cold Calling, Sourcing, Screening, and Vetting, as well as any other marketing activities done on behalf of Client. All jobs will stay posted continuously until search is filled.
Placement Fee: Placement Fee due upon written acceptance of the opportunity from the Physician/APP provider candidate. Additional Early Completion Bonus of $5,000 for a Physician/CRNA is paid if search is filled within 120 days, and $2,000 for an APP provider placed within 120 days, and in each case from the contracted start date of the Search Agreement to the date of the signed candidate's interview. For any new search added to this Agreement, the 120-day period will begin on the start date of the new search. Any placement that is not under contract or is initially cancelled and later hired will be considered a non-contract placement and subject to the non-contract placement fee.

GENERAL PROVISIONS:

1. This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years, unless earlier terminated by either party. Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. Termination shall not affect any searches activated prior to the effective date of termination, and all fee, payment, and survival obligations related to such searches shall remain in full force and effect.
2. Should a Physician/APP provider presented, either directly or indirectly, by Company during the term of this Agreement sign a Client-Physician Agreement or other expression of his or her intention to be hired ("Letter of Intent") during the term of this Agreement or within two (2) years thereafter, Client shall pay Company a standard Placement Fee or the Non-Contract Placement Fee respectively. This obligation shall survive termination of this Agreement. If search stops for any reason and if a candidate places that had been previously submitted to Client by Company, Client will owe the Non-Contract Placement Fee.
3. Client's obligations to pay fees or reimbursements hereunder which have accrued prior to termination shall survive termination of this Agreement.
4. As the search conducted under this Client-Physician Executive Agreement will be co-branded, and the Company will be including all existing, internal, and referred candidates in the screening process, Company will be credited with a completion fee upon execution of a Client-Physician Executive Employment Agreement with any candidate, regardless of the successful candidate's original source.
5. The total amount payable by Client to Company for all fees and expenses payable under this Agreement shall not exceed **Four Hundred Fifty Thousand Dollars ($450,000)** during the three (3) year term of the Agreement.
6. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Client agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
7. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or certified U.S. mail, return receipt requested, at the following addresses, or such other address that a party may designate in writing:

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

TO COMPANY:
Jackson Physician Search, LLC
Attn: Ben Adams
2655 Northwinds Pkwy
Alpharetta, GA 30009

8. Company acknowledges that Client 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. If Client receives a demand for the disclosure of any information related to this Agreement that Company has claimed to be confidential and proprietary, Client will immediately notify Company of such demand, and Company shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for a protective order. Company shall indemnify and defend Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Company documents in Client's custody and control, which Company claims to be confidential and proprietary.
9. Should a Physician/APP provider/Physician Executive ("Candidate") recruited under the terms of this Agreement voluntarily leave such employment for any reason (other than Client's non-performance under the terms of the Client-Physician/APP provider Agreement) or be terminated by Client for documented good cause, within one hundred and twenty (120) days of reporting for work, at Client's request Company will conduct a search for a replacement Candidate. Request for a replacement search must be made to Company in writing within thirty (30) days from the Candidate's termination/resignation. Company will provide a replacement for the same position on the terms and conditions above (advertising fees will be reinstated), except no additional Placement Fee will be charged to Client. Failure to comply with timely payment in full of any invoice under this agreement voids Company's replacement guaranty. This replacement guaranty is valid only for the initial contracted placement and does not cover Non-Contract Physician or APP provider placements. Once a Non-Contract Physician/APP provider is placed, regardless of source, the Company's obligations are completed.

10. Client agrees to provide a list of active candidates within seven (7) days of the effective date of this Agreement. Active candidates are defined as *candidates that have applied directly to Client and Client is currently, or within the last one hundred and eighty (180) days, communicating with them regarding an opportunity, interview or offer of employment for a search location or specialty listed in this Agreement*. All candidates presented by Company that are not considered to be Active Candidates and were not previously submitted to Company, shall be considered an active candidate of Company, and Client is obligated to compensate Company as outlined above in this Agreement.

11. Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at an arbitration hearing to be held in Las Vegas, Nevada. The Prevailing Party is due reasonable expenses, including attorney's fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

12. Candidate(s) are presented to Client in confidence. Should Client refer such candidate(s) to another facility or entity and should the candidate(s) be contracted by that facility or entity, Client would be responsible for payment of non-contract placement fee to Company in accordance with the terms stated above as if Client had hired or engaged the Physician/APP provider.

NON-CONTRACT PHYSICIAN/APP PROVIDER/PHYSICIAN EXECUTIVE PLACEMENT:
Should a Physician, APP provider (i.e., Nurse Practitioner, Occupational or Physical Therapist, Certified Nurse-Midwife, Physician Assistant, etc.), or Physician Executive be presented by Company at Client's request outside this Search Agreement and should the Physician, APP provider or Physician Executive enter into a Client-Physician/APP provider/Physician Executive Agreement or Letter of Intent, Client agrees to pay a Non-Contract Placement Fee of Twenty-Nine Thousand dollars ($29,000) per Physician, or Twenty-Three Thousand ($23,000) for an APP provider other than a Physician, or a non-contract placement fee of Sixty Thousand Dollars ($60,000) for a Physician Executive. Each search that Company conducts may result in the placement of more than one contracted Physician, APP provider or Physician Executive. If Company submits multiple candidates for a search, Client shall owe the Placement Fee upon written acceptance of the opportunity from the first candidate. If Client then enters into a Client-Physician/APP provider/Physician Executive Agreement or Letter of Intent with additional candidates presented by Company for that search, each additional candidate shall be considered a presentation outside this Search Agreement such that Client shall pay a Non-Contract Placement Fee per candidate as outlined herein. Non-Contract Physician, APP provider or Physician Executive placements are not subject to the Replacement clause stated above. The terms of this Section shall survive any termination or expiration of this Agreement.

ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the Client and the Company. Client and Company shall be entitled to no benefit other than those specified herein. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment and signed by Client and Company. Both parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.

FOR: University Medical Center (Client)	**FOR: Jackson Physician Search, LLC (Company)**
Mason Van Houweling	**Ben Adams**
Client Representative (Print Name)	**(Print Name)**
	Senior Director of Business Development
Title	**Title**
Signature	**Signature**
Date	**Date**

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INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Jackson Physician Search, LLC	
(Include d.b.a., if applicable)		
Street Address:	2655 Northwinds Pkwy	**Website:** https://www.jacksonphysiciansearch.com
City, State and Zip Code:	Alpharetta, GA 30009	**POC Name:** Ben Adams **Email:** ben.adams@jacksonphysiciansearch.com
Telephone No:	564-219-4531	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
DJ7ADFA16EF04A8...
Signature

Ben Stajduhar
Print Name

Sr. Vice President of Business Development
Title

Date

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DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Renewal Order Form and Amendment to Hyland Master Agreement with Hyland Software, Inc.**	**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 Renewal Order Form and Amendment to Hyland Master Agreement with Hyland Software, Inc.; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000854000
Funded Pgm/Grant: N/A
Description: Document Management System
Bid/RFP/CBE: NRS 332.115 (1)(h) - Software
Term: 1/1/2026 – 12/31/2030
Amount: $4,055,000.00
Out Clause: 90 days w/o cause

BACKGROUND:

On December 15, 2021, the Governing Board approved the Master Agreement with Hyland Software to provide a cloud-based document scanning solution and content management system.

This request is to execute the Renewal Order Form and the Amendment to the Master Agreement ("Agreements") with Hyland Software, Inc. ("Hyland") to continue using its document management system. This system provides a comprehensive suite of services designed to streamline and improve the management of medical records and related documents for UMC. It facilitates the secure storage, retrieval, and sharing of sensitive information, ensuring regulatory compliance while enhancing operational efficiency. The system improves data accuracy, reduces paper costs, and promotes better collaboration among UMC staff, ultimately leading to improved patient care and increased satisfaction. UMC will compensate Hyland $811,000 per year, totaling $4,055,000 over a five-year period from January 1, 2026, through December 31, 2030.

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.

Hyland currently holds a Clark County business license.

Cleared for Agenda
April 29, 2026

Agenda Item #
12

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their April 22, 2026, meeting and recommended for approval by the Governing Board.

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HYLAND™

RENEWAL ORDER FORM

Hyland Reference Number: HYL064239

Parties	
Customer Name ("Customer")	University Medical Center Southern Nevada
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	**Shipping Details**
Name: University Medical Center Southern Nevada	Name: University Medical Center Southern Nevada
Bill To Address	**Ship To Address**
ATTN: Accounts Payable 1800 W Charleston Boulevard Las Vegas Nevada 89102 United States	1800 W Charleston Boulevard Las Vegas Nevada 89102 United States
Bill To Contact	**Ship To Contact**
Name: AP INQUIRIES Email: accountspayable@umcsn.com Phone: +1.702.383.2000	Name: AP INQUIRIES Email: accountspayable@umcsn.com Phone: +1.702.383.2000
Quote Details	**Sales Representative**
Pricing Expiration Date: May 1, 2026 Quote Reference: Q-421033	Name: Abdul Zagnoon Email: abdul.zagnoon@hyland.com Phone: +1.614.623.2496

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SOFTWARE-AS-A-SERVICE

Product Code	Product Name	Service Class	Quantity
3MIPI1_SAAS	Integration for 3M CAC	Double Platinum	1
AKIPI1_SAAS	Encrypted Alpha Keywords	Double Platinum	1
BSIPW1_SAAS	Bar Code Recognition Server	Double Platinum	1
BWMRC1M-SAAS	SaaS: Intelligent MedRecords - 1M		1
CLIPW1_SAAS	COLD/ERM	Double Platinum	1
CTIPCE_SAAS	Enterprise Concurrent Clients	Double Platinum	1
CTIPCE_SAAS	Enterprise Concurrent Clients	Double Platinum	1
DMIPI1_SAAS	EDM Services	Double Platinum	1
DPIPW1_SAAS	Document Import Processor	Double Platinum	1
DRIPI1_SAAS	Document Retention	Double Platinum	1
EHIPI1_SAAS	Encrypted Diskgroups	Double Platinum	1
EMIPI6_SAAS	Integration for Epic(Up to 999,999,999 Number of Beds)	Double Platinum	1
ENTSCN3_SAAS	Enterprise Scanning	Double Platinum	1
ENTSCN3_SAAS	Enterprise Scanning	Double Platinum	1
FHIRIPI1_SAAS	FHIR	Double Platinum	1
FPIPW1_SAAS	Full-Page OCR	Double Platinum	1
FTSIPI1_SAAS	Full-Text Search	Double Platinum	1
HLIPW1_SAAS	HL7 Module	Double Platinum	1
HYCLD-STRG-TB	Hyland Cloud Storage (TBs)	Double Platinum	25
IDCIPI1_SAAS	Interactive Data Capture	Double Platinum	1
OBIPW1_SAAS	Multi-User Server	Double Platinum	1
OBOLHOST-DOUBLEPLAT	Hosting Fee	Double Platinum	1
OBOLSVCS-USERTESTLITE	User Testing Lite Environment	Double Platinum	1
ONB-SAAS-CPL	Community Physician License	Double Platinum	147
ONB-SAAS-HCW	Hyland Clinician Window	Double Platinum	1
P1IPW1_SAAS	EDI 810 Processor	Double Platinum	1
P5IPW1-5010_SAAS	EDI 835 EOB Processor (HIPAA Up to 5,010)	Double Platinum	1
PDFIPI1_SAAS	PDF Framework	Double Platinum	1
PIIPW1_SAAS	PDF Input Filter	Double Platinum	1
PTIPC1_SAAS	Virtual Print Driver	Double Platinum	1
REAIPI1_SAAS	REST API Integration Toolkit	Double Platinum	1
RFIPW1_SAAS	Integration for Open Text Fax Server, RightFax Edition - Legacy	Double Platinum	1
RHIPI1_SAAS	Reporting Dashboards	Double Platinum	1
RUIPI1_SAAS	Release of Information	Double Platinum	435
SNIPI15_SAAS	Single Sign-On for Microsoft Active Directory Federation Services	Double Platinum	1
STIPI1_SAAS	StatusView	Double Platinum	1
TYIPI1_SAAS	Directory Import Processor	Double Platinum	1
UCSIPI1_SAAS	Unity Client Server	Double Platinum	1
UFIPI1_SAAS	Unity Forms	Double Platinum	1
UIIPI1_SAAS	Unity Integration Toolkit	Double Platinum	1
WLIPC_SAAS	Workflow Concurrent Client SL	Double Platinum	50
WSPIPIE_SAAS	Enterprise Web Services Publishing	Double Platinum	1
WTIPW1_SAAS	Web Server	Double Platinum	2

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SERVICES SUBSCRIPTION(S)

Product Name	Product Description	Environments Owned	Product Lines Owned	Quantity
Enhance Managed Services	Enhance Managed Services: Service Desk – Designated Service Delivery Manager – Designated Monthly Activity Report Administration Configuration Management Database Solution Design Documentation Quarterly Business Review Long-Term Release Management Strategic Workshop Incident – Review, Response, Resolution Change – Review, Response, Resolution Release - Review, Response, Resolution Problem - Review, Response, Resolution	2	2	1

PAYMENT SUMMARY

Start Date – End Date	Subscription Payments
January 1, 2026 - December 31, 2026	USD 811,000.00
January 1, 2027 - December 31, 2027	USD 811,000.00
January 1, 2028 - December 31, 2028	USD 811,000.00
January 1, 2029 - December 31, 2029	USD 811,000.00
January 1, 2030 - December 31, 2030	USD 811,000.00
TOTAL (5 years at USD 811,000.00 each)	USD 4,055,000.00

RENEWAL ORDER FORM TERMS
FOR RENEWAL ORDER FORM NO. EU-27436-HYL064239

This Order Form is governed by the Master Agreement, Subscription Agreement. Hosting Agreement, or the similar agreement (the "Master Agreement") dated December 16, 2021. The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, including this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date (the "Effective Date") of this Order Form will be the date this Order Form is executed by the last party to execute.Services Subscriptions

Services Subscriptions, identified below, will be provided in accordance with the applicable Schedule(s) ("Services Subscription Schedule"), also provided below:

Managed Services

https://offeringterms.hyland.com/managed-services#managed-services-terms

and the terms of the applicable services agreement between the parties (such services agreement, the "Underlying Agreement"). Such Underlying Agreement may be a stand-alone services agreement or may be included within the agreement under which the software is licensed from Hyland, such as a Master Software License, Services and Support

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Agreement, Reseller Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement. If such Underlying Agreement provides that services will be provided under a Statement of Work or Services Proposal or similar agreement, this Order Form shall be considered such Statement of Work, Services Proposal or similar agreement, and the services provided hereunder shall be considered professional services as referenced in the Underlying Agreement. In the event of any conflict between the Services Subscription Schedule(s) and the Underlying Agreement, the Services Subscription Schedule(s) shall apply with respect to the applicable Services Subscription(s) purchased under this Order Form.

The Services Subscription Schedule(s) shall be fully incorporated herein. In the event of any conflict between the Services Subscription Schedule(s) and the Underlying Agreement, the Services Subscription Schedule(s) shall apply with respect to the applicable Services Subscription(s) purchased under this Order Form. The effective date (the "Effective Date") of this Order Form will be the date this Order Form is executed by the last party to execute.

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein, and such invoices will be due and paid in accordance with the Master Agreement.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Term Length

Notwithstanding anything to the contrary, with respect to the products or services being renewed under this Order Form, the term of the renewal subscription for the products or services on this Order Form shall be the period that begins on the first Start Date and ends on the last End Date reflected in the Payment Summary, notwithstanding the Effective Date of this Order Form. Either party may terminate the renewal subscription for convenience by providing at least ninety (90) days' prior written notice before any End Date reflected in the Payment Summary ("Termination Notice"). If such Termination Notice is timely provided, the subscription shall terminate at the end of the then-current renewal Term, and Customer shall remain responsible for all fees for that Term, with no refund, credit, or proration. Upon timely delivery of a Termination Notice, Customer must complete decommissioning and cease all use of the subscription by no later than the last day of the then-current renewal Term. Unless the parties mutually agree in writing to extend the subscription (or otherwise extend the Term), Customer data will be subject to deletion thirty (30) days after expiration of the applicable Term, or, in the event of a termination for convenience, thirty (30) days after termination of the then-current renewal Term. Hyland will have no obligation to return, export, or otherwise provide Customer data to Customer unless Customer has an active contract with Hyland at the time of such request.

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Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

University Medical Center Southern Nevada	**Hyland Software, Inc.**
By:	By: DocuSigned by: Jennifer R. Cook F5F572B332FE48D...
Name: (Print)	Name: (Print) Jennifer R. Cook
Title:	Title: VP, Global Revenue Operations
Date:	Date: April 21, 2026

Tax Information:

__X_ (1) Exempt (Provide Tax Exemption Form)

____ (2) Non-Exempt

_Yes___ PO Required?
Services Only [ ]

DS
MH
April 21, 2026

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AMENDMENT TO HYLAND MASTER AGREEMENT

This AMENDMENT TO HYLAND MASTER AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) ("Amendment Effective Date"), by and between Hyland Software, Inc. ("Hyland") and University Medical Center Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ('Customer") and amends that certain Hyland Master Agreement between Hyland and University Medical Center Southern Nevada dated December 16, 2021, as may be amended (the "Master Agreement").

1. DEFINED TERMS: Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Master Agreement. The term "Agreement" as used in the Master Agreement and in this Amendment hereafter shall mean the Master Agreement as amended by this Amendment.

2. RENEWING TERM OF MASTER AGREEMENT: Notwithstanding anything to the contrary in the Master Agreement, the parties agree that the term of the Master Agreement is hereby extended commencing on January 1, 2026 and ending December 31, 2030. Thereafter the term of the Master Agreement may be renewed upon the parties' mutual written agreement.

3. NO OTHER CHANGES: In all other respects the Master Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

University Medical Center Southern Nevada	**Hyland Software, Inc.**
By:	By: DocuSigned by: Jennifer R. Cook F5F572B332FE48D...
Name: (Print)	Name: (Print) Jennifer R. Cook
Title:	Title: VP, Global Revenue Operations
Date:	Date: April 21, 2026
	Initial MH
	April 21, 2026

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INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 9

Corporate/Business Entity Name:	Hyland Software, Inc.	
(Include d.b.a., if applicable)		
Street Address:	28105 Clemens Road	**Website:** www.hyland.com
City, State and Zip Code:	Westlake, OH 44145	**POC Name:** Will Feuerstein **Email:** will.feuerstein@hyland.com
Telephone No:	+1.440.788.5000	**Fax No:** +1.440.788.5100
Nevada Local Street Address: **(If different from above)**	n/a	**Website:** n/a
City, State and Zip Code:	n/a	**Local Fax No:** n/a
Local Telephone No:	n/a	**Local POC Name:** n/a **Email:**

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

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

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

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

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

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

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

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

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

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

Signed by:
Abby Moskovitz
B33BDE96AC974D8...
Signature

Abby Moskovitz
Print Name

Proxyholder
Title

April 14, 2026
Date

Initial
LS
April 14, 2026

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DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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 – Recognition - CSN**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board recognize UMC's longstanding partnership with College of Southern Nevada (CSN), providing a pipeline of education and experience to our community's healthcare workforce; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Recognition of CSN for their longstanding relationship with UMC.

Cleared for Agenda
April 29, 2026

Agenda Item #
13

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – HealthTrust**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational update from Michelle Sanchez with Health Trust, regarding the current market conditions impacting supply chain; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

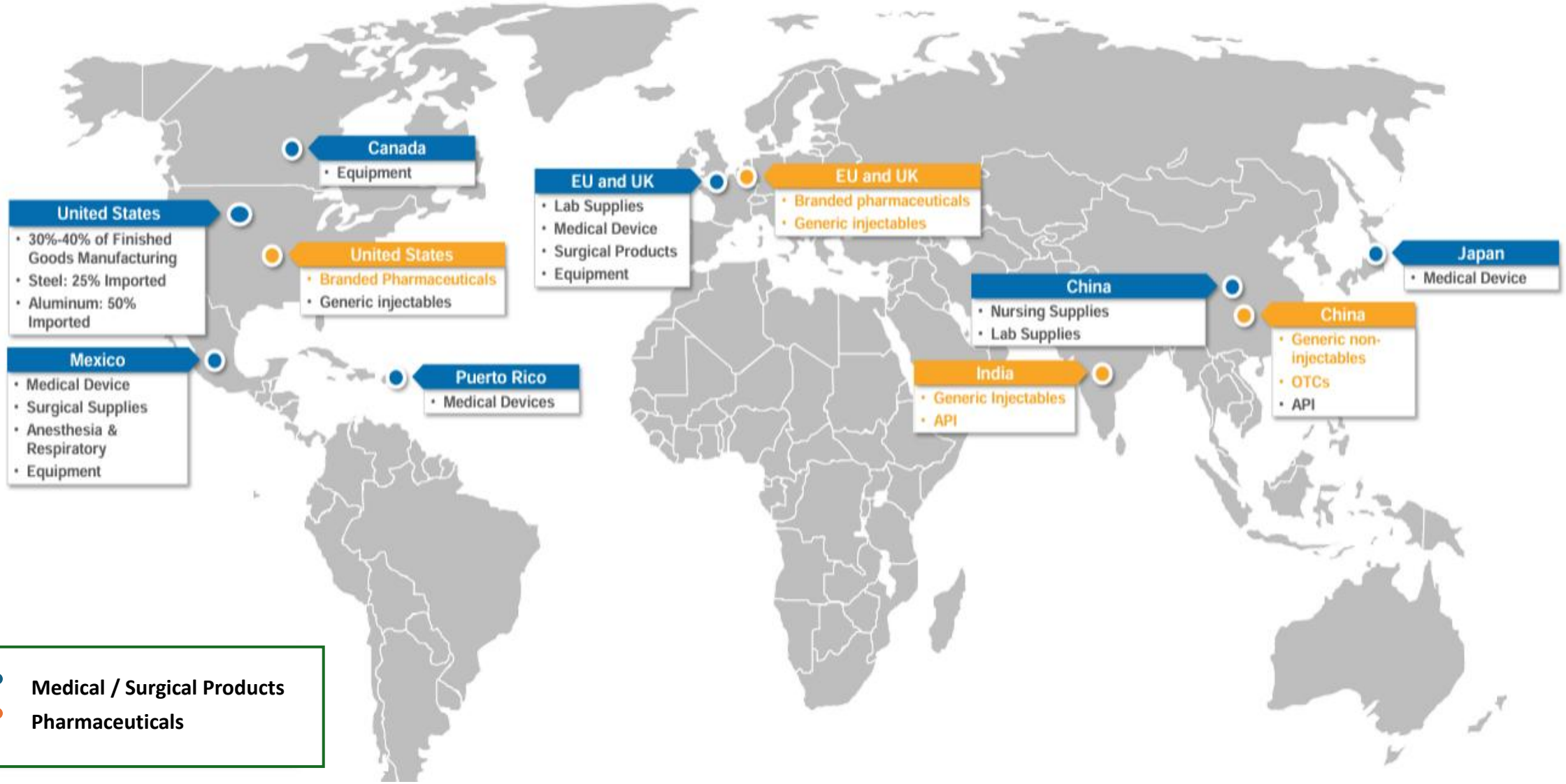
The Governing Board will provide an informational presentation regarding the supply chain.

Cleared for Agenda
April 29, 2026

Agenda Item # **14**

UMC of Southern Nevada
Global Supply Chain Update
April 29, 2026

Global Supply Chain Overview



2026 Supply Chain Outlook

Current Challenge Areas

- Tariffs and ongoing trade conversations
- Geo-political risks (Iran, Ukraine/Russia, China/Taiwan, Israel/Hamas)
- Cybersecurity threats
- Inflationary cost pressures
- Labor disruptions (strikes, layoffs)
- Climate-related impacts (natural disasters, heat-waves)
- Factory fires
- Market uncertainty
- Financial/organizational changes (mergers/acquisitions/leadership transitions)

Market Intelligence

Commodity Tracking

COTTON

- US Cotton - YOY price decrease ~4%
- China cotton - YOY price increase ~13%

PLASTICS

- **PP** (Polypropylene) - YOY price decrease ~21%
  (syringes, IV components, diagnostic devices, & PPE)
- **LDPE** (Low-Density Polyethylene) - YOY price decrease ~14%
  (Gloves, tubing, prosthetics)
- **PVC** (polyvinyl chloride) - YOY price decrease ~7%
  (IV bags, blood bags, tubing, catheters, oxygen masks, & surgical gloves)
- **ABS** (Acrylonitrile Butadiene Styrene) -YOY price decrease ~14%
  (Tracheal tubes/connectors, IV connectors/luer components, Orthopedic braces & non-absorbable sutures)

CRITICAL COMMODITIES

- WTI Crude Oil +26.47% Change rate to Pre-pandemic Jan 2020

Tariffs

Ongoing trade discussions continue to evolve and contribute to market uncertainty, impacting sourcing strategies and cost structures.

Tariffs closely monitored

- **Critical materials:** such as helium, aluminum, steel, & semiconductors
- **Mexico:** surgical-related products face potential tariffs and border delays, though there are currently no product disruptions have been reported.

U.S Tariff Policy on Goods from China: Feb 20th, U.S ended collections on sweeping tariffs (reciprocal & fentanyl) that were deemed illegal by the Supreme Court. President Trump therefore imposed a 10% ad valorem import duty, for a period of 150 days, on articles imported into the United States, instead of the reciprocal tariff policy released in 2025.

Pharmaceutical Tariff News: On April 2, 2026, the Trump administration announced tariffs of up to 100% on patented (brand) drugs & APIs, aimed at forcing price concessions & U.S. based manufacturing. We expect the initial impacts to likely be muted in the near-term because of broad exemptions (generics, biosimilars, orphan drugs, and manufacturers who agree to a Trump deal), and a significant ramp up period (120-180 days).

Iran War - Port Impact Overview



- President Trump extends ceasefire with Iran indefinitely - status of upcoming peace negotiations remains unclear
- Air and ocean transport in and out of the Middle East still curtailed amid high regional tensions
- Raw material shortages continue to worsen as Strait of Hormuz remains closed for most vessel traffic despite ceasefire

- **Strait of Hormuz disruption remains the central risk**, with vessel traffic still **well below pre-conflict levels** despite the ceasefire
- **Iran-imposed transit restrictions and unresolved security risks** have delayed carrier service resumptions
- **Widespread vessel rerouting via the Cape of Good Hope** is driving secondary congestion globally
- **Elevated congestion outside the conflict zone** is directly linked to diverted and off-schedule vessels
- Ongoing risks include **cargo delays, blank sailings, port overcapacity, and container imbalances**

Supply Disruptions

- **Global oil**
- **Plastics**
- **Semiconductor**
- **Aluminum**
- **Naphtha**
- **Helium**
- **Ammonia products such as:**
  - Chemistry & Immunoassay Testing Systems
  - Laboratory Reference Laboratory Testing
  - Food Procurement Services

KEY SECTORS AFFECTED:

- Pharmaceutical intermediates
- Water treatment chemicals
- Technical & PCs
- Refrigerants
- Explosives for mining

Technical & Helium Shortage Update

Chip & Memory Shortage

- OpenAI secured up to 40% of the world's DRAM (Dynamic Random Access Memory) supply.
- AI hyperscalers' rapid expansion overwhelmed memory & storage suppliers. High-bandwidth memory diverted wafer capacity away from PCs and general-purpose DRAM.
- Meta struck multi-year deal with AMD worth over $100 billion dollars over 5 years.
- Amazon is spending $200 billion in total CapEx in 2026 with the predominant portion of it going to AWS.

New Developments

Helium supply is constrained and is used in:

- Chip, memory & drive manufacturing process, exclusively in 10TB & higher drives
- MRI (Magnetic Resonance Imaging)
- Fiber Optics
- Chromatography & Laboratory Applications
- Electronics

UMC Mitigation Steps

- Employ conservation measures
- Extend lifecycle
- Ensure proper maintenance for optimum efficiency
- Explore secondary suppliers
- Explore leasing options
- Consolidate storage into high capacity drives
- Evaluate and optimize memory configurations
- Adjust configurations
- Increase buffer inventory
- Cloud migration
- Quarterly reviews with OEMs

Risk Mitigation

Our position remains - suppliers are **expected** to focus on managing their supply chains responsibly & deploying methods to **avoid and/or offset** potential increases created by tariffs, and **suppliers should absorb** tariff increases **versus extending cost burden to Health Systems**.

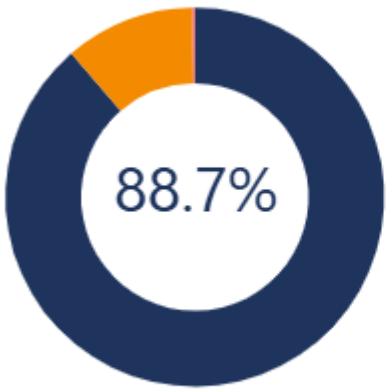
We continue to **proactively** develop and implement mitigation strategies in collaboration with key suppliers. These strategies include, but are not limited to:

- **Qualifying new supply sources**
- **Relocating manufacturing to unaffected regions**
- **Leveraging long-term contracting to stabilize pricing**
- **Standardizing product formularies where feasible**



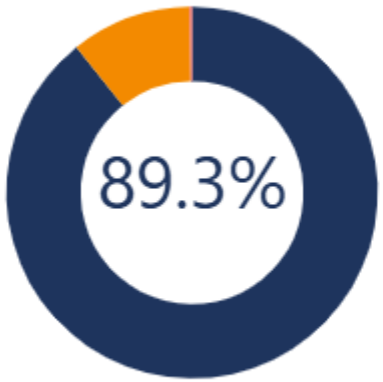
UMC Contract Performance Overview

MedSurg - Facility Invoice Feed



$80.1M

Cumulative Compliance



$87.8M

Rx - Wholesaler Feed

Non 340B Spend



$7.7M

- UMC's contract penetration rate remains high.
- Vast majority of UMC spend across med/surg and Rx remains protected via firm pricing terms.
- UMC's overall on-contract spend was net positive throughout the pandemic, inflation and other related global impacts.

*CY 2025 Spend. Percentages are based on contract eligible spend flowing through invoice data feeds

Thank You

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. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2026 Action Plan, include an update from Shaunda Phillips, UMC Director of Administrative Services, regarding Nevada patient Information on Advance Directives; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on patient medical directives at UMC.

Cleared for Agenda
April 29, 2026

Agenda Item #
15

NEVADA PATIENT INFORMATION ON ADVANCE DIRECTIVES

Making sure your future health care choices are honored

What kind of medical care would you want if you were too ill or hurt to express your wishes? Advance directives are legal documents that tell your doctor, health care professionals, family and friends your wishes about your health care ahead of time. There are also documents which can be used to appoint someone to make decisions for you if you cannot do so yourself. You can say "yes" to treatment you want and "no" to treatment you don't want.

[Type the author name]

[Pick the date]

Nevada Patient Information on Advance Directives

Durable Power of Attorney for Health Care

This enables someone you name to make decisions concerning your health care if you become incapable of doing so yourself.

Declaration

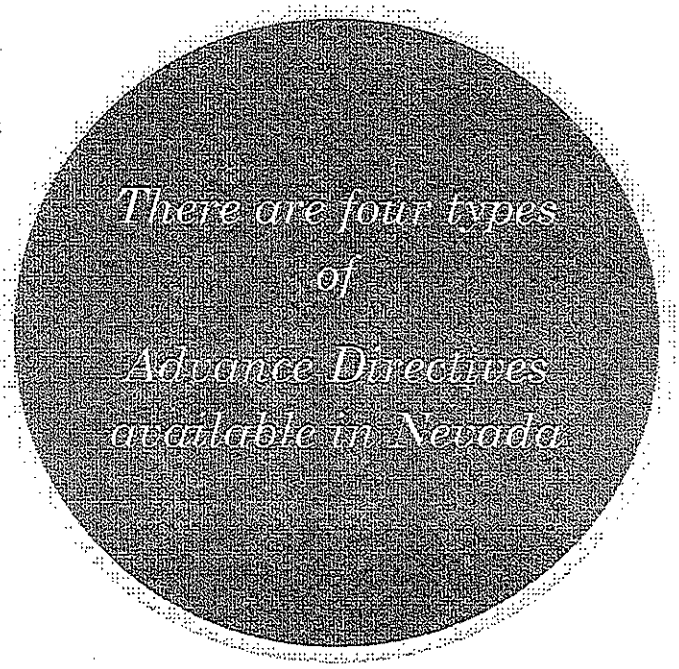
This directs any attending physician to withhold or withdraw treatment which only prolongs the process of dying, when you have an incurable and irreversible condition. There is also a declaration designating another person to decide to withhold or withdraw life-sustaining treatment.

Do-Not-Resuscitate Order

Written by your physician at your direction, this advises health care professionals that you do not wish to undergo CPR if your heart stops beating or if you were to stop breathing.

Physician Order for Life-Sustaining Treatment

This is a detailed document outlining the different types of life-sustaining treatments you would accept or refuse in certain situations.



MEDICAL TREATMENT TERMS

It is important to know the kinds of life-prolonging care to consider if using Advance Directives. There are three kinds to consider: cardiopulmonary resuscitation (CPR), artificial provision of nutrition and fluids (tube-feeding), and active treatment to fight disease. Each is described below.

Life-resuscitating treatment

In Nevada, "life-resuscitating treatment" means cardiopulmonary resuscitation (CPR) or a component of CPR, including chest compressions, defibrillation, assisted ventilation, airway intubation, or administration of drugs or electric current to restore your heart's rhythm.

Cardiopulmonary resuscitation is the act of reviving someone whose heart and/or breathing have stopped. CPR can include basic and advanced measures.

The basic measures are:

- Cardiac compression (repeatedly pressing on the chest to squeeze the heart so that blood begins to circulate again)
- Mouth-to-mouth breathing, to push air into the lungs

The advanced measures are:

- Intubation (putting a tube through the mouth or nose)
- Defibrillation (powerful electrical shocks to the chest to start the heart beating again)
- Strong medications to correct the heart rhythm

The success of CPR depends on the individual's previous health and on how soon the procedure is started. The best results occur in a generally healthy person whose heart stops unexpectedly, and when CPR is started promptly.

The chance of restarting the heart is much less likely when it has stopped as the result of many chronic problems.

Modern hospitals and nursing homes automatically attempt CPR on anyone whose heart and/or breathing stops, unless there is a Do Not Resuscitate - or "DNR" order - on file for the patient. A DNR order can only be written by a doctor with the permission of the patient, his or her health care agent or the family.

Prompt CPR can save a person's life and prevent damage to the body's tissue and organs. On the other hand, brain damage is likely if more than about four minutes have elapsed before the procedure is started. Other risks include

injuries to the chest and liver as a result of the force applied during chest compression.

Artificial Provision of Nutrition and Fluids

Artificial provision of nutrition and fluids, also called "tube-feeding," is used either temporarily or permanently when patients are unable to swallow. There are three ways to provide artificial nutrition and fluids:

- The nasogastric tube, which is inserted through the nose into the stomach;
- The gastrostomy tube, which is inserted surgically through the stomach walls;
- Intravenous tubes, placed into veins in the arms or chest.

Nevada law permits individuals to refuse tube-feeding. However, some doctors are reluctant to withhold or withdraw tube-feeding from an unconscious patient unless the patient has left specific instructions to do so.

Death usually occurs within 2 to 14 days after tube-feeding is withheld or withdrawn. Many people worry that the lack of food and water will mean a painful death. Tube-feeding is most commonly withheld or withdrawn when people are unconscious or on the verge of death. At this state most patients have lost the desire for nourishment and the sensation of thirst or pain. As a precaution against discomfort, comfort care is routinely provided in the interim before death.

Active Treatment to Fight Disease

Active treatment to fight disease includes intensive treatment (the kind of high-technology care usually provided in hospital intensive care units) and non-intensive treatment. These are outlined below.

- Ventilators, commonly called respirators, are machines that can breathe for a patient if lung function is inadequate. This is done through a tube inserted into the windpipe via the nose or mouth or through a tracheotomy, a hole cut in the windpipe at the front of the neck.

  Of the two procedures, passing a tube through the nose or mouth is the least comfortable because it prevents the patient from speaking and eating, and it triggers the gag reflex. The tracheotomy, on the other hand, requires anesthesia and surgery, but eventually allows the patient to take food by mouth and to talk for short periods off the ventilator.

A ventilator is particularly helpful in getting a patient through a short-term crisis. It also has risks and can cause complications.

- Kidney dialysis involves the use of a machine to clean the blood when the kidneys no longer function properly. Dialysis takes several hours, several times a week, and can be quite uncomfortable.

  Dialysis can be used on a temporary basis while a patient recovers from an acute illness or awaits a kidney transplant, or on a permanent basis in the case of more serious kidney problems. Complete kidney failure is a common part of the dying process.

- Invasive monitoring involves the use of intravenous lines (to administer drugs or fluids and to take blood samples) and catheters (to monitor heart and kidney function).

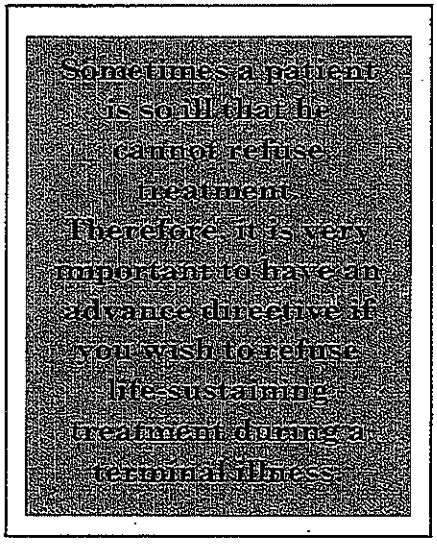
- Electrical pacemaker and other devices can be used to support the failing heart.

- Major surgery can be used to restore function or relieve pain.

- Antibiotics (available in pill form or by injection) to treat infections.

- Blood transfusion.

- Chemotherapy (a drug treatment) and radiation to fight cancer.



YOUR RIGHTS

Nevada law provides that a patient retains the right to make decisions regarding the use of life-sustaining treatment, so long as he is able to do so. It provides that a patient has a right to refuse treatment to the extent permitted by laws and to be informed of the consequences of that refusal.

You may also refuse treatment if you are able to make that decision and to be informed of the consequences of that refusal. A qualified patient may also forego life-sustaining treatment if he is able to do so.

You do not have to write an Advance Directive...it it entirely up to you.

You may change or cancel these documents at any time in accordance with state law.

Any change or cancellation should be written, signed and dated in accordance with state law, and copies should be given to your family doctor, or to others to whom you may have given copies of the original.

If you wish to cancel an advance directive while you are in the hospital, you should notify your doctor, your family, and others who may need to know.

You may orally revoke an existing Advance Directive. Even without a change in writing, your wishes stated in person directly to your doctor generally carry more weight than a Declaration or Durable Power of Attorney for Health Care Decisions, as long as you can decide for yourself and can communicate your wishes. But be sure to state your wishes clearly and be sure that they are understood.

If you are in a terminal condition (you are dying and there is no hope of a cure) and ***are no longer able to make decisions regarding administration of life-sustaining treatment*** and have no advance directive, life-sustaining treatment can be withheld or withdrawn after your physician consults with your family members.

It is advisable that those dear to you be aware of your wishes and where your original Advance Directive is so that your wishes can be carried out. You may also want to discuss an Advance Directive with your lawyer, but you do not need a lawyer to use any of the forms in this packet.

If your spouse, an adult child or if more than one child, a majority of the adult children who are reasonably available for consultation, your parents, an adult brother or sister or, if there is more than one sibling (brother or sister) a majority of the adult siblings who are reasonably available for consultation, or the nearest other adult relative by blood or adoption who is reasonably available for consultation, in that order of priority, may in good faith and for your best interest,

consent in writing attested by two witnesses to the withholding or withdrawal of treatment.

The Four Types of Advance Directives

(These forms are available at the end of this document.)

Durable Power of Attorney for Health Care Decisions

This is a signed, dated, and witnessed paper naming another person (such as a husband, wife, daughter, son, or close friend) as your "agent" or "proxy" to make medical decision for you if you should be unable to make them for yourself. You can include instructions about any treatment you want or wish to avoid, such as surgery or artificial feeding.

Declaration

A Declaration generally states the kind of medical care you want (or do not want) if you become unable to make your own decision. It is sometimes called a "living will" because it takes effect while you are still living. The Nevada Legislature has used the word "Declaration" as its preferred type of advance directive.

Do-Not-Resuscitate (DNR) Order

A DNR is a written directive issued by a physician, at your direction, that tells medical professionals not to perform CPR. That means that doctors, nurses and emergency medical personnel will not attempt emergency CPR if you stop breathing or if your heartbeat stops.

CPR, when successful, restores the heartbeat and breathing and allows you to resume your previous lifestyle. The success of CPR depends on your overall health condition. When you are seriously ill or terminally ill, CPR may not work or may only partially work leaving you in a worse medical state than before the heart stopped. Some patients prefer to be cared for without aggressive measures when the end of life is imminent.

Physician Order for Life-Sustaining Treatment (POLST)

A POLST form is a doctor's order that helps you keep control over medical care at the end of life. Like a DNR order, the form tells health care providers which actions to take in the event of a medical emergency.

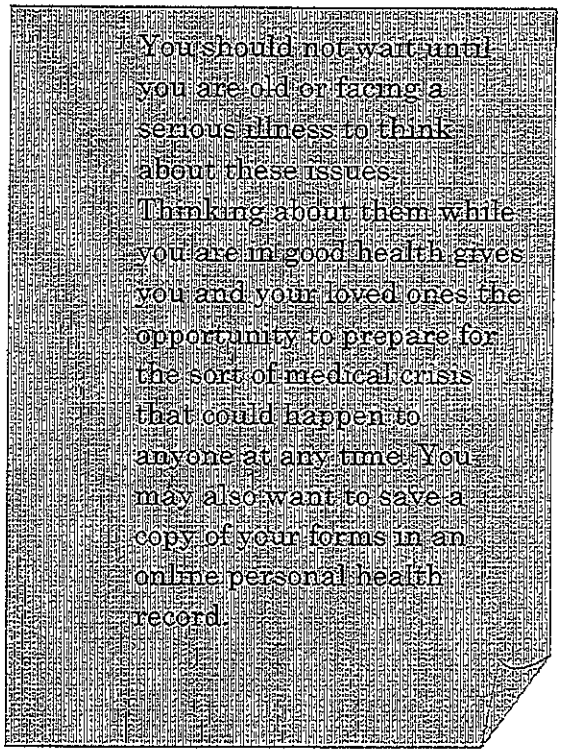
It tells them things like whether or not to administer CPR, to be taken to a hospital, whether or not you wish to receive artificial nutrition. Like a DNR order, the form tells emergency medical personnel and other health care providers whether or not to administer CPR in the event of a medical emergency. A POLST form may be used in addition to - or instead of - a DNR order. The POLST form may also provide other information about your wishes for end-of-life health care.

A POLST form differs from a DNR order in one important way: A POLST form also includes directions about life-sustaining measures in addition to CPR, such as intubation, antibiotic use, and feeding tubes. It may also indicate whether you have chosen to donate your organs after death.

A doctor can help you create a POLST form if you enter a medical facility or health care setting such as a hospital, nursing home, or hospice care in a facility or at home. The form is legally valid only if explained and signed by the doctor. If a member of the medical staff does not ask you whether you want to create a POLST form, you may ask for one.

THE POLST FORM HELPS MEDICAL PROVIDERS UNDERSTAND YOUR WISHES AT A GLANCE, BUT IT IS NOT A SUBSTITUTE FOR A PROPERLY PREPARED HEALTH CARE DECLARATION (LIVING WILL) OR DURABLE POWER OF ATTORNEY.

What do I do with these forms if I complete them?



Your advance directive is complete as soon as you have signed it and it is appropriately witnessed, if applicable. You can give it to your health care professional, or family or friends so that the form is available in case of an emergency. Unless your wishes are known by those involved in your health care, your wishes cannot be honored. It is advisable to provide a copy of the Advance Directive to your healthcare provider.

Federal law requires that the provider or organization must "document" in the individual's medical record whether or not the individual has executed an Advance Directive.

You may keep a copy of your advanced directives in a secure, confidential "Living Will Lockbox" with the Nevada Secretary of State. This is readily available to you and your health care providers, when needed, 24-7. You choose who may have access to your documents filed in the Lockbox. Through your Lockbox, your health care provider may retrieve a copy of your advance directive during an emergency or illness. Begin the process at www.nvsos.gov.

Nevada State Law Concerning Advance Directives

Here are the references to Nevada Revised Statue (NRS) regarding Advance Directive options.

NRS 449.600, 449.610 – Declaration
NRS 449.613 – Declaration, appoints another
NRS 162A.700 – 162A.860 – Durable Power of Attorney for Health Care
NRS 450B.510 – 450B.525 – Do-not-resuscitate order
NRS 449.6942 - POLST
NRS 449.905 – Defines "advance directive"

DECLARATION

If I should have an incurable and irreversible condition that, without the administration of life-sustaining treatment, will, in the opinion of my attending physician, cause my death within a relatively short time, and I am no longer able to make decisions regarding my medical treatment, I direct any attending physician, pursuant to NRS 449.535 to 449.690, inclusive, to withhold or withdraw treatment that only prolongs the process of dying and is not necessary for my comfort or to alleviate pain.

If you wish to include the following statement in this declaration, you must INITIAL the statement in the box provided:

> Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. Initial this box if you want to receive or continue receiving artificial nutrition and hydration by way of gastrointestinal tract after all other treatment is withheld pursuant to this declaration . . . . . |____|

Signed this _____ day of _____, 19_____.

Signature: _____

Address: _____

_____

_____

The declarant voluntarily signed this writing in my presence.

Witness: _____

Address: _____

Witness: _____

Address: _____

DECLARATION

If I should have an incurable and irreversible condition that, without the administration of life-sustaining treatment, will, in the opinion of my attending physician, cause my death within a relatively short time, and I am no longer able to make decisions regarding my medical treatment, I appoint _____, or if he or she is not reasonably available or is unwilling to serve, _____, to make decisions on my behalf regarding withholding or withdrawal of treatment that only prolongs the process of dying and is not necessary for my comfort or to alleviate pain, pursuant to NRS 449.535 to 449.690, inclusive. (If the person or persons I have so appointed are not reasonably available or are unwilling to serve, I direct my attending physician, pursuant to those sections, to withhold or withdraw treatment that only prolongs the process of dying and is not necessary for my comfort or to alleviate pain.) *Strike language in parenthesis if you do not desire it.*

If you wish to include the following statement in this declaration, you must INITIAL the statement in the box provided:

> Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. Initial this box if you want to receive or continue receiving artificial nutrition and hydration by way of gastrointestinal tract after all other treatment is withheld pursuant to this declaration . . . . . |____|

Signed this _____ day of _____, 19_____.

Signature: _____
Address: _____
_____

The declarant voluntarily signed this writing in my presence.

Witness: _____
Address: _____
_____

Witness: _____
Address: _____
_____

Name and address of each designee.

Name: _____
Address: _____
_____

Name: _____
Address: _____
_____

DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS

WARNING TO PERSON EXECUTING THIS DOCUMENT

This is an important legal document. It creates a Durable Power of Attorney for Health Care. Before executing the document you should know these important facts:

- This document gives the person you designate as your Attorney-in-Fact the power to make health care decisions for you. The power is subject to any limitations or statement of your desires that you include in this document. The power to make health care decisions for you may include consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition. You may state in this document any types of treatment or placements that you do not desire.

- The person you designate in this document has a duty to act consistent with your desires as stated in this document or otherwise made known, or, if your desires are unknown, to act in your best interest.

- Except as you otherwise specify in this document, the power of the person you designate to make health care decisions for you may include the power to consent to your doctor not giving treatment or stopping treatment which would keep you alive.

- Unless you specify a shorter period in this document, this Power will exist indefinitely from the date you execute this document and if you are unable to make health care decisions for yourself, this power will continue to exist until the time when you become able to make health care decisions for yourself.

- Notwithstanding this document, you have the right to make medical and other health care decisions for yourself so long as your can give informed consent with respect to the particular decision. In addition, no treatment may be given to you over your objection, and health care necessary to keep you alive may not be stopped if you object.

- You have the right to revoke the appointment of the person designated in this document to make health care decisions for you by notifying that person of the revocation orally or in writing.

- You have the right to revoke the authority granted to the person designated in this document to make health care decisions for you by notifying the treating physician, hospital, or other provider of health care orally or in writing.

- The person designated in this document to make health care decisions for you has the right to examine your medical records and to consent to their disclosure unless you limit this right in this document.

- This document revokes any prior Durable Power of Attorney for Health Care.

- If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

1. DESIGNATION OF HEALTHCARE AGENT

I, _____(insert your name) do hereby designate and appoint:

Name:

_____

Address:

_____

TelephoneNumber:

_____

as my attorney-in-fact to make health care decisions for me as authorized in this document.

(Insert the name and address of the person you wish to designate as your attorney-in-fact to make health care decisions for you. Unless the person is also your spouse, legal guardian or the person most closely related to you by blood, none of the following may be designated as your attorney-in-fact: (1) your treating provider of health care; (2) an employee of your treating provider of health care; (3) an operator of a health care facility; or (4) an employee of an operator of a health care facility.)

2. CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE
By this document, I intend to create a Durable Power of Attorney by appointing the person designated above to make health care decisions for me. This power of attorney shall not be affected by my subsequent incapacity.

3. GENERAL STATEMENT OF AUTHORITY GRANTED
In the event that I am incapable of giving informed consent with respect to health care decisions, I hereby grant to the attorney-in-fact named above full power, and authority to make health care decisions for me before, or after my death, including: consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat physical or mental condition, subject only to the limitations and special provisions, if any, set forth in paragraph 4 or 6.

4. SPECIAL PROVISIONS AND LIMITATIONS
(Your attorney-in-fact is not permitted to consent to any of the following: commitment to or placement in a mental health treatment facility, convulsive treatment, psychosurgery, sterilization, or abortion. If there are any other types of treatment or placement that you do not want your attorney-in-fact's

authority to give consent for or other restrictions you wish to place on your attorney-in-fact's authority, you should list them in the space below. If you do not write any limitations, your attorney-in-fact will have the broad powers to make health care decisions on your behalf which are set forth in paragraph 3, except to the extent that there are limits provided by law.)

In exercising the authority under this Durable Power of attorney for Health Care, the authority of my attorney-in-fact is subject to the following special provisions and limitations:

_____

_____

_____

5. DURATION

I understand that this power of attorney will exist indefinitely from the date I execute this document unless I establish a shorter time. If I am unable to make health care decisions for myself when this Power of Attorney expires, the authority I have granted my attorney-in-fact will continue to exist until the time when I become able to make health care decisions for myself.

(IF APPLICABLE)

I wish to have this Power of Attorney end on the following date: _____

6. STATEMENT OF DESIRES

(With respect to decisions to withhold or withdraw life sustaining treatment, your attorney-in-fact must make health care decisions that are consistent with your known desires. You can, but are not required to, indicate your desires below. If your desires are unknown, your attorney-in-fact has the duty to act in your best interests; and, under some circumstances, a judicial proceeding may be necessary so that a court can determine the health care decisions that is in your best interest. If you wish to indicate your desires, you may INITIAL the statement or statements that reflect your desires and/or write your own statements in the space below.)

a. I desire that my life be prolonged to the greatest extent possible, without regard to my condition, the chances I have for recovery or long-term survival, or the cost of the procedures..... ____

b. If I am in a coma which my doctors have reasonably concluded is irreversible, I desire that life-sustaining or prolonging treatments not be used. (Also should utilize provisions of NRS 449.535 to 449.690, inclusive, if this subparagraph is initialed.).....[____]

c. If I have an incurable or terminal condition or illness and no reasonable hope of long-term recovery or survival, I desire that life-sustaining or prolonging treatments not be used. (Also should utilize provisions of NRS 449.535 to 449.690, inclusive, and sections 2 to 12, inclusive, if this subparagraph is initialed.).....[____]

d. Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. I want to receive or continue receiving artificial nutrition and hydration by way of the gastrointestinal tract after all other treatment is withheld.....[____]

e. I do not desire treatment to be provided and/or continue if the burdens of the treatment outweigh the expected benefits. My attorney-in-fact is to consider the relief of suffering, the preservation or restoration of functioning, and the quality as well as the extent of the possible extension of my life.....[____]

(If you wish to change your answer, you may do so by drawing an "X" through the answer you do not want and circling the answer you prefer.

Other or Additional Statements of Desires:

_____

_____

_____

_____

7. DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT

(You are not required to designate any alternative attorney-in-fact but you may do so. Any alternative attorney-in-fact you designate will be able to make the same health care decisions as the attorney-in-fact designated in paragraph 1 to act as your attorney-in-fact. Also, if the attorney-in-fact designated in paragraph 1 is your spouse, his or her designation as your attorney-in-fact is automatically revoked by law if your marriage is dissolved.)

If the person designated in paragraph 1 as my attorney-in-fact is unable to make health care decisions for me, then I designate the following persons to serve as my attorney-in-fact to make health care decisions for me as authorized in this document, such person to service in the order listed below:

A. First Alternative Attorney-in-Fact

Name: _____

Address: _____

_____

Telephone Number: _____

B. Second Alternative Attorney-in-Fact

Name: _____

Address: _____

_____

Telephone Number: _____

8. PRIOR DESIGNATIONS REVOKED

I revoke any prior Durable Power of Attorney for Health Care:

(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY.)

I sign my name to this Durable Power of Attorney for HealthCare on (date)_____

at _____(city), _____(state).

_____

(Signature)

(This power of attorney will not be valid for making health care decisions unless it is either (1) signed by at least two qualified witnesses who are personally known to you and who are present when you sign or acknowledge your signature, or (2) acknowledged before a notary public.)

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

(You may use acknowledgment before a notary public instead of statement of witnesses.)

State of Nevada)

: ss:

County of _____)

On this _____ day of _____, in the year _____, before me, _____(here insert name of notary public) personally appeared _____ (here insert name of principal) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

NOTARY SEAL

_____

(Signature of Notary Public)

STATEMENT OF WITNESSES

(You should carefully read and follow this witnessing procedure. This document will not be valid unless you comply with the witnessing procedure. If you elect to use witnesses instead of having this document notarized, you must use two qualified adult witnesses. None of the following may be used as a witness (1) a person you designate as the attorney-in-fact; (2) a provider of health care; (3) an employee of a provider of health care; (4) the operator of a health care facility; (5) an employee of an operator of a health care facility. At least one of the witnesses must make the additional declaration set out following the place where the witnesses sign.)

I declare under penalty of perjury that the principal is personally known to me, that the principal signed or acknowledged the Durable Power of Attorney in my presence, that the principal appears to be of sound mind and under no duress, fraud, or undue influence, that I am not the person appointed as attorney-in-fact by this document, and that I am not a provider of health care, an employee of a provider of health care, the operator of a community care facility, nor an employee of an operator of a health care facility.

Signature: _____

Print Name: _____

Residence Address: _____

_____

Date: _____

Signature: _____

Print Name: _____

Residence Address: _____

_____

Date: _____

(AT LEAST ONE OF THE ABOVE WITNESSES MUST ALSO SIGN THE FOLLOWING DECLARATION.)

I declare under penalty of perjury that I am not related to the principal by blood, marriage, or adoption, and the to the best of my knowledge I am not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.

Signature: _____

Print Name: _____

Date Signed: _____

Address: _____

Signature: _____

Print Name: _____

Date Signed: _____

Address: _____

COPIES: You should retain an executed copy of this document and give one to your attorney-in-fact. The power of attorney should be available so a copy may be given to your providers of health care.

Under NRS 449.628, a health care provider is allowed to transfer care of a patient to another provider if the first provider objects on the basis of conscience to implementation of an advance directive.

Insert PDF of POLST Form here

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Strategic Planning Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the April Governing Board Strategic Planning Committee meetings.

Cleared for Agenda
April 29, 2026

Agenda Item #
16

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from the Governing Board Clinical Quality and Professional Affairs Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the March Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
April 29, 2026

Agenda Item #

17

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the April Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
April 29, 2026

Agenda Item #
18

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Reports for March 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. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the March FY 2026 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
April 29, 2026

Agenda Item #
19

UMC
UNIVERSITY MEDICAL CENTER

March 2026 Financials

GB Meeting



KEY INDICATORS – MAR

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,550	18,525	1,025	5.54%	19,715	(165)	(0.84%)
Total Admissions	2,108	2,043	65	3.19%	2,117	(9)	(0.43%)
Observation Days	869	607	262	43.16%	607	262	43.16%
ADC	377	364	13	3.53%	400	(22)	(5.57%)
ALOS (Admits)	5.80	5.53	0.27	4.89%	5.65	0.15	2.65%
ALOS (Obs)	1.23	0.91	0.32	35.27%	0.91	0.32	35.27%
Hospital CMI	1.87	1.92	(0.05)	(2.60%)	1.81	0.07	3.32%
Medicare CMI	2.12	2.10	0.02	0.95%	2.12	0.01	-
IP Surgery Cases	806	849	(43)	(5.06%)	832	(26)	(3.13%)
OP Surgery Cases	747	693	54	7.79%	696	51	7.33%
Transplants	10	15	(5)	(33.33%)	15	(5)	(33.33%)
Total ER Visits	10,919	9,766	1,153	11.81%	9,685	1,234	12.74%
ED to Admission	14.40%	-	-	-	14.98%	(0.59%)	-
ED to Observation	6.01%	-	-	-	6.21%	(0.20%)	-
ED to Adm/Obs	20.40%	-	-	-	21.19%	(0.78%)	-
Quick Cares	18,367	18,450	(83)	(0.45%)	18,418	(51)	(0.28%)
Primary Care	6,309	7,620	(1,311)	(17.20%)	7,705	(1,396)	(18.12%)
UMC Telehealth - QC	375	504	(129)	(25.60%)	444	(69)	(15.54%)
OP Ortho Clinic	3,339	2,811	528	18.80%	2,649	690	26.05%
Deliveries	84	110	(26)	(23.64%)	100	(16)	(16.00%)
Crisis Stabilization Center	409	1,541	(1,132)	(73.46%)	-	409	100.00%
OP Infusion Clinic	693	320	373	116.56%	-	693	100.00%

SUMMARY INCOME STATEMENT – MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$89,735,112	$93,006,146	($3,271,034)	(3.52%)	
Net Patient Revenue as a % of Gross	16.45%	18.26%	(1.81%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$92,174,177	$96,199,019	$4,024,842	4.18%	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($2,439,066)**	**($3,192,873)**	**$753,807**	**23.61%**	
Add back: Depr & Amort.	$5,087,257	$4,924,309	($162,948)	(3.31%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$2,648,192**	**$1,731,437**	**$916,755**	**52.95%**	
EBITDA Margin	**2.95%**	**1.86%**	**1.09%**		

SUMMARY INCOME STATEMENT – YTD MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$802,727,930	$821,668,993	($18,941,063)	(2.31%)	
Net Patient Revenue as a % of Gross	16.92%	18.24%	(1.33%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$813,875,336	$848,187,683	$34,312,347	4.05%	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($11,147,406)**	**($26,518,690)**	**$15,371,284**	**57.96%**	
Add back: Depr & Amort.	$42,045,952	$44,264,603	$2,218,651	5.01%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$30,898,546**	**$17,745,913**	**$13,152,633**	**74.12%**	
EBITDA Margin	**3.85%**	**2.16%**	**1.69%**		

SALARY & BENEFIT EXPENSE – MAR

	Actual	Budget	Variance	% Variance	
Salaries	$38,793,487	$39,893,579	$1,100,092	2.76%	
Benefits	$16,861,136	$17,478,138	$617,002	3.53%	
Overtime	$856,410	$998,062	$141,652	14.19%	
Contract Labor	$1,264,179	$1,229,377	($34,803)	(2.83%)	
TOTAL	**$57,775,213**	**$59,599,156**	**$1,823,942**	**3.06%**	

EXPENSES – MAR

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,482,209	$3,097,049	$614,841	19.85%	
Supplies	$17,336,218	$18,279,879	$943,660	5.16%	
Purchased Services	$6,695,604	$7,562,182	$866,578	11.46%	
Depreciation	$2,787,258	$3,086,063	$298,805	9.68%	
Amortization	$2,299,999	$1,838,246	($461,753)	(25.12%)	
Repairs & Maintenance	$1,087,080	$996,640	($90,441)	(9.07%)	
Utilities	$408,093	$485,532	$77,439	15.95%	
Other Expenses	$1,180,107	$1,079,072	($101,035)	(9.36%)	
Rental	$122,396	$175,200	$52,804	30.14%	
Total Other Expenses	**$34,398,964**	**$36,599,863**	**$2,200,899**	**6.01%**	

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Proposed Final Budget for FY 2027**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Proposed Final FY 2027 Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the Proposed Final FY 2027 Operating Budget.

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UMC
UNIVERSITY MEDICAL CENTER
FY 2027
Proposed Final
Budget
GB Meeting
HOPE
UMC
1800

FY 2026 PROJECTED KEY STATS

	FY26 Projection	FY26 Budget	Variance	%
APDs	224,139	221,888	2,251	1.00%
Total Admissions	24,228	24,501	(273)	(1.13%)
Observation Days	9,493	7,791	1,702	17.93%
AADC	614	608	6	0.99%
ALOS	5.66	5.54	0.13	2.22%
Hospital CMI	1.83	1.92	(0.08)	(4.55%)
Medicare CMI	2.00	2.08	(0.08)	(4.17%)
IP Surgery Cases	9,832	9,981	(149)	(1.52%)
OP Surgery Cases	8,322	8,147	175	2.10%
Total ER Visits	115,016	111,545	3,471	3.02%
Quick Care	191,902	231,236	(39,334)	(20.50%)
Primary Care	97,304	91,270	6,034	6.20%
OP Ortho Visits	42,814	31,769	11,045	25.80%
Deliveries	1,426	1,280	146	10.24%

FY 2026 PROJECTED INCOME STATEMENT SUMMARY

REVENUE	FY26 Projection	FY26 Budget	Variance	% Variance
Total Gross Patient Revenue	$6,002,058,994	$5,723,720,970	$278,338,024	4.86%
Adjusted Net Patient Revenue	$658,572,616	$684,797,235	($26,224,619)	(3.83%)
Supplemental Payments	$361,098,723	$360,141,227	$957,496	0.27%
Net Patient Revenue	**$1,019,671,339**	**$1,044,938,462**	**($25,267,123)**	**(2.42%)**
Other Revenue	$43,846,387	$52,183,216	($8,336,829)	(15.98%)
Total Operating Revenue	**$1,063,517,726**	**$1,097,121,678**	**($33,603,952)**	**(3.06%)**
Net Patient Revenue as a % of Gross	16.99%	18.26%	(1.27%)	

EXPENSE	FY26 Projection	FY26 Budget	Variance	% Variance
Total Operating Expense	**$1,086,553,502**	**$1,133,415,057**	**($46,861,555)**	**(4.13%)**

INCOME FROM OPS	FY26 Projection	FY26 Budget	Variance	% Variance
Total Inc from Ops	**($23,035,777)**	**($36,293,379)**	**$13,257,602**	**36.53%**
Add back: Depr & Amort.	$56,052,857	$59,170,368	($3,117,511)	(5.27%)
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$33,017,080**	**$22,876,989**	**$10,140,091**	**44.32%**
Operating Margin (w/Depr & Amort.)	**3.10%**	**2.09%**	**1.02%**	

FY 2027 BUDGET ASSUMPTIONS

- Key Stats
  - Admissions
  - Surgeries
  - LOS reduction

- Strategic service line initiatives included in budget
  - 24/7 QuickCare
  - Liver Care Program
  - Laboratory Expansion
  - Outpatient Pharmacy
  - Radiology Residency Program

- Federal Supplemental payments

- Expenses
  - Physician FMV Adjustments
  - Estimated Wage Adjustments
  - Supplies: HPG inflationary factors built into budget, plus volume adjustments
  - Built in CPI from existing contracts
  - IGT expense for new MCO IME supplemental payment program

FY 2027 PROPOSED FINAL BUDGET VS FY 2026 PROJECTION KEY STATS

	FY27 Budget	FY26 Projection	Variance	%
APDs	224,921	224,139	781	0.35%
Total Admissions	24,804	24,228	576	2.38%
Observation Days	9,493	9,493	-	0.00%
AADC	616	614	2.21	0.36%
ALOS (Adm)	5.49	5.66	(0.17)	(3.06%)
Hospital CMI	1.87	1.83	0.04	2.19%
Medicare CMI	2.04	2.00	0.04	1.97%
IP Surgery Cases	10,527	9,832	695	7.07%
OP Surgery Cases	8,910	8,322	588	7.07%
Total ER Visits	115,016	115,016	-	0.00%
Quick Care	252,314	191,902	60,412	31.48%
Primary Care	93,961	97,304	(3,343)	(3.44%)
OP Ortho Visits	42,814	42,814	-	0.00%
Deliveries	1,441	1,426	15	1.05%

FY 2027 PROPOSED FINAL BUDGET VS FY 2026 PROJECTION

REVENUE	FY27 Budget	FY26 Projection	Variance	% Variance
Total Gross Patient Revenue	$6,286,615,070	$6,002,058,994	$284,556,076	4.74%
Adjusted Net Patient Revenue	$699,888,983	$658,572,616	$41,316,367	6.27%
Supplemental Payments	$364,171,712	$361,098,723	$3,072,989	0.85%
Net Patient Revenue	**$1,064,060,695**	**$1,019,671,339**	**$44,389,356**	**4.35%**
Other Revenue	$44,529,063	$43,846,387	$682,676	1.56%
Total Operating Revenue	**$1,108,589,758**	**$1,063,517,726**	**$45,072,032**	**4.24%**
Net Patient Revenue as a % of Gross	16.93%	16.99%	(0.06%)	

EXPENSE	FY27 Budget	FY26 Projection	Variance	% Variance
Total Operating Expense	**$1,146,755,552**	**$1,086,553,502**	**$60,202,050**	**5.54%**

INCOME FROM OPS	FY27 Budget	FY26 Projection	Variance	% Variance
Total Inc from Ops	**($38,165,794)**	**($23,035,777)**	**($15,130,017)**	**(65.68%)**
Add back: Depr & Amort.	$61,339,256	$56,052,857	$5,286,399	9.43%
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$23,173,462**	**$33,017,080**	**($9,843,618)**	**(29.81%)**
Operating Margin (w/Depr & Amort.)	**2.09%**	**3.10%**	**(1.01%)**	

FY 2027 PROPOSED FINAL BUD VS FY 2026 PROJ SWB

	FY27 Budget	FY26 Projection	Variance	% Variance	
Salaries	$478,245,845	$456,398,601	$21,847,244	4.79%	
Benefits	$226,083,726	$208,993,743	$17,089,983	8.18%	
Overtime	$8,749,865	$8,352,702	$397,163	4.75%	
Contract Labor	$11,379,318	$16,711,677	($5,332,359)	(31.91%)	
TOTAL	**$724,458,754**	**$690,456,724**	**$34,002,030**	**4.92%**	
OT as % of Salaries	1.83%	1.83%	(0.00%)		
Total Paid FTEs	**3,906**	**3,937**	**(31)**	**(0.78%)**	
SWB per FTE	$185,453	$175,373	$10,080	5.75%	
SWB/APD	$3,221	$3,110	$111	3.58%	
SWB % of Net	68.08%	65.63%	2.46%		
AEPOB	6.34	6.41	(0.07)	(1.13%)	

FY 2027 PROPOSED FINAL BUD VS FY 2026 PROJ

	FY27 Budget	FY26 Projection	Variance	% Variance
Professional Fees	$35,079,714	$32,263,884	$2,815,830	8.73%
Supplies	$204,366,562	$194,360,896	$10,005,666	5.15%
Purchased Services	$83,142,160	$79,677,297	$3,464,863	4.35%
Depreciation	$36,187,809	$33,344,653	$2,843,156	8.53%
Amortization	$25,151,447	$22,708,204	$2,443,243	10.76%
Repairs & Maintenance	$12,068,331	$11,453,003	$615,328	5.37%
Utilities	$7,400,633	$6,919,044	$481,589	6.96%
Other Expenses	$16,956,642	$14,017,882	$2,938,761	20.96%
Rental/Leases	$1,943,500	$1,351,916	$591,584	43.76%
Total Other Expenses	**$422,296,798**	**$396,096,779**	**$26,200,019**	**6.61%**

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV.

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UNLV UPDATES

UMC Governing Board 4/29/26

- Academic Health Center Affiliation Agreement
- UNLV Health Patient Volume **February 2026**

TOTAL UMC PATIENT ENCOUNTERS	UNIQUE PATIENTS	SURGICAL PROCEDURES AT UMC	BABY DELIVERIES
7,047	2,133	2,299	86

- Physician Recruitment Update March 2026

Psychiatry & Behavioral Health
Start: 6/1/2026, 8/1/26

Otolaryngology (ENT)
Start: 10/1/2026, 11/1/2026

Surgery
Start: 7/1/2026

- Community Engagement & Events

HERO Day 5/1/26
Healthcare Exposure Rural Outreach Day

2026 Graduation
Friday 5/8/26

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Academic Health Center Master Affiliation Agreement with UNLV School of Medicine**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board recommend for approval by the Board of Hospital Trustees the Academic Health Center Master Affiliation Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, and its School of Medicine and University Medical Center of Southern Nevada; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000824000 Funded Pgm/Grant: N/A
Description: Academic Health Center Master Affiliation Agreement
Term: 5 years from the Effective Date; three (3) additional five (5) year autorenewals
Amount:

Academic Year 2026-2027	
Academic Mission Support	$ 4,200,000.00
Resident Salaries (NTE)	$ 17,139,594.50
NTE Total	**$ 21,339,594.50**

Out Clause: Six (6) months w/o cause prior to commencement of a new academic year
Additional Comments: UMC will receive a partial offset through the Centers for Medicare and Medicaid Services (CMS) for the Federal Resident Program. Expenses are accounted for in the FY 2027 UMC Budget.

BACKGROUND:

Since 2016, UMC and UNLV School of Medicine have been operating under a Preliminary Affiliation Agreement. This request is to approve the Academic Health Center Master Affiliation Agreement ("Agreement") with UNLV School of Medicine for the shared development of a premier academic health center. The Agreement replaces the 2016 preliminary affiliation with a durable, enforceable operating agreement, establishes UMC and the UNLV School of Medicine as exclusive Academic Health Center partners, and locks in governance, financial controls, and dispute-resolution terms to support long-term stability.

The initial term of this Agreement is for five (5) years and will automatically renew for three (3) additional five (5) year periods, unless either party provides notice of termination. Either party may terminate at the end

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of the initial term by providing six (6) months' notice prior to the new academic year. Schedule 1 to the Agreement lists the funding for professional services and academic mission support, which the parties will amend annually before the commencement of each academic year. For the 2026-2027 academic year, UMC will provide $4.2m in academic mission support and $17.1m in resident/fellow salaries.

The parties are authorized to enter into this Agreement pursuant to (1) Article 11, Section 4 of the Constitution of the State of Nevada, (2) Chapters 396, 450, and 277 of the Nevada Revised Statutes, and (3) certain other inherent, express, and necessarily implied powers and authority.

This Agreement has been approved as to form by UMC's Office of General Counsel.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Academic Health Center Master Affiliation Agreement

This Academic Health Center Master Affiliation Agreement (this "**Agreement**") is entered into by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the University of Nevada, Las Vegas ("**UNLV**"), and its Kirk Kerkorian School of Medicine ("**UNLV School of Medicine**" or "**UNLVKSOM**"), and University Medical Center of Southern Nevada ("**UMC**"). Upon execution of all authorized signatories below, it is intended that this Agreement shall be effective as of the 1st day of July, 2026 (the "**Effective Date**"). The UNLV School of Medicine and UMC may individually be referred to as a "party" and collectively as the "parties."

Recitals

WHEREAS, the parties entered into that certain Academic Health Center Preliminary Affiliation Agreement, dated on or about June 21, 2016 (the **"Preliminary Affiliation Agreement"**), setting forth the framework for the creation of a premier academic health center meant to integrate the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties subsequently executed certain amendments to the Preliminary Affiliation Agreement to address issues that include, but are not limited to, electronic health records, professional services agreements, graduate medical education (GME), and various amendments to ***Schedule 1*** of the Preliminary Affiliation Agreement for resident salaries and academic mission support funding.

WHEREAS, the parties agree that a well-conceived affiliation construct will enhance the parties' relationship, providing a framework to address disputes, promote cooperative planning and thereby foster and convey strategic benefit that is fundamental to realizing the potential of the affiliation and ensuring its longevity.

WHEREAS, the parties now desire to enter into this Academic Health Center Master Affiliation Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine, and UMC agree to execute this Agreement with terms and conditions as follows:

Agreement

Section 1. Academic Health Center.

1.1. *UMC/UNLV School of Medicine Academic Health Center.* The parties agree to continue their shared development in the creation of the premier academic health center that includes programs in the following areas: (1) medical student education, (2) graduate level medical education, including residencies and fellowships, (3) basic science, clinical, and translational research, and (4) the clinical practice of medicine, as further outlined in this Agreement (the "Academic Health Center"). This Agreement sets forth the parties' vision for the Academic Health Center, describes certain obligations of each party, and anticipates further and additional agreements between the parties. Additionally, ***Attachment A*** to this Agreement provides a visual

of the parties' plans for an administrative structure of leadership alignment of the Academic Health Center and a representation of the planned roles and responsibilities during the Term (as defined in Section 13.1).

1.2. *Exclusive Relationship in the Academic Health Center.* For the Term of this Agreement (as defined below): (1) the UNLV School of Medicine shall not create or pursue the creation of an Academic Health Center with any hospital, hospital system or hospital consortium other than UMC ("**Another Hospital**"), without the express written consent of UMC; and (2) UMC shall not create or pursue the creation of an Academic Health Center with any medical school or similar academically affiliated health care organization other than the UNLV School of Medicine ("**Another Medical School**"), without the express written consent of the UNLV School of Medicine. Notwithstanding the preceding, it shall not be a violation of this Section 1.2 if a party affiliates with Another Hospital and/or Another Medical School in compliance with Section 3.3 or Section 3.4, respectively, so long as the parties involved are not representing such arrangement to the public as an academic health center, academic medical center, or similar name, such that the same could dilute the Academic Health Center described herein.

1.3 *Commitment of UNLV School of Medicine.* In furtherance of the development of the Academic Health Center set forth in Section 1.1 and 1.2 above, and throughout this Agreement, the UNLV School of Medicine confirms that it is not currently engaged in the creation or management of another academic health center, agrees that it shall not pursue the creation or management of its own academic health center to include another hospital, multiple hospitals and/or hospital chains, will dedicate its best efforts to restructuring its operations to be committed to its exclusive partnership with UMC. Through UNLV's Health Sciences System Initiative, UNLVKSOM will work to identify opportunities for other UNLV academic health sciences program representatives to participate with UNLVKSOM and UMC to contribute to and assist with the development of the Academic Health Center envisioned herein.

Section 2. Medical Student Education Programs.

2.1. *UME Programs.* As further set forth in this Section 2 and in Section 9.3, below, the UME Council will oversee the coordination of undergraduate medical education at UMC. Concurrent with the Effective Date, the parties will enter into a Medical Student Affiliation Agreement setting forth certain roles, responsibilities, and obligations of the parties related to the creation and operation of certain programs, projects, arrangements, and undertakings involving medical student education ("**UME Programs**"). The parties acknowledge that strong UME Programs are key to successfully implementing the Academic Health Center model and that additional and further commitments to UME Programs will be necessary from each party.

2.2. *Non-Exclusive Relationship.* The parties acknowledge that each may establish programs and affiliations with Another Hospital or Another Medical School related to medical student education and nothing in this Agreement, including Section 1 or 2, shall restrict or prevent the other from entering into any type of agreement related to medical student education with Another Hospital or Another Medical School. Notwithstanding the preceding, UMC will ensure that all UNLVKSOM third-year and fourth-year medical students receive their required rotations at UMC. UNLVKSOM acknowledges and agrees that third-year and fourth-year medical student rotations from other medical schools will occur at UMC, and that UNLVKSOM will collaborate when and as necessary with UMC through the UME Council. With respect to visiting medical students that present through UNLVKSOM, UNLVKSOM will ensure that all visiting students

are approved by UMC in accordance with its onboarding policies and procedures prior to beginning rotations to ensure adequate resources.

2.3 *UNLV School of Medicine Faculty Appointments.* When UMC employed physicians have taken responsibility for teaching UNLV School of Medicine medical students, residents and/or fellows for an anticipated estimate of 200 hours annually, those UMC employed physicians will receive full, non-prefix (i.e., not limited to clinical or adjunct), Professor, Associate Professor or Assistant Professor faculty appointments from the UNLV School of Medicine. Likewise, medical students of the UNLV School of Medicine taught by UMC employed physicians serving as faculty of UNLVKSOM will receive preference of elective experiences for those medical students at UMC prior to any other medical students from universities other than UNLVKSOM.

Section 3. Graduate Medical Education (GME) Programs.

3.1 *GME Consortium.* It is the intent of the parties to work in collaboration to grow and expand graduate medical education and meet critical physician shortages in the Southern Nevada community with the implementation and operations of new and existing residency and fellowship programs. In furtherance of this pursuit, the parties agree to form a "**GME Consortium**" that will work collaboratively to address and implement the following: (1) the necessary expansion of GME Programs required to meet a community need, (2) the size and scope of the GME Program; (3) the party best equipped to serve as the sponsoring institution for the GME Program; (4) how the GME Program will be funded on a short-term, mid-term and long-term basis (e.g., state grants, CMS Part A funding, etc.); and (5) if any third party other than UMC and the UNLV School of Medicine will be involved in the GME Consortium, and the scope of such parties' involvement, in accordance with this Section 3. For purposes of this Agreement, the term "**GME Program**" means any graduate level (post M.D. or D.O.) program accredited through the Accreditation Council of Graduate Medical Education ("**ACGME**"). Concurrent with the Effective Date, the parties will enter into a Master Affiliation Agreement for Graduate Medical Education (GME) setting forth terms to include: (1) roles, responsibilities, and obligations of the parties related to the creation and operation of certain, programs, projects, arrangements and undertakings involving graduate medical student education; (2) greater specificity regarding the structure, timing, and parties involved in the GME Consortium; (3) such other terms and conditions necessary to meet ACGME and CMS standards (hereinafter the **"GME Affiliation Agreement"**). Notwithstanding the preceding, the parties acknowledge and agree that any approval required by the ACGME to be retained by a sponsoring institution's Graduate Medical Education Committee ("GMEC") will remain with the applicable GMEC to ensure compliance with ACGME standards.

3.2 *Transition Plan and Right of First Refusal for New or Expanded GME Programs.* Commencing as of the Effective Date, and through the coordination of the parties' GME Consortium Council (as defined in Section 9.2), certain GME Programs sponsored by UNLVKSOM will be transitioned to UMC pursuant to a mutually agreeable transition plan (the "**Transferred GME Programs**"). It is the intent of UNLVKSOM and UMC that the Transferred GME Programs will include the GME Programs in orthopedics, emergency medicine and pediatric emergency medicine (the "**Transferred Programs**"). The parties agree in good faith to work toward the transfer of the Transferred Programs as soon as reasonably possible, with an intended effective date of July 1, 2027, subject to UMC meeting all ACGME requirements and both parties obtaining approval by the ACGME. All GME Programs on ***Schedule 1***, listed as being comprised in whole or in part with UMC FTEs, will form the foundation of the parties' GME Consortium.

The parties intend to use their best efforts to maintain all GME Programs at the level necessary to meet the identified community need. The parties will work to complete the planning for the Transferred GME Programs on a mutually agreeable timeframe, that will be set forth in a transition plan to be completed within the first six (6) months after the Effective Date (the "**Transition Plan**"). The parties further intend that the Transition Plan may address additional financial support for the maintenance of the Transferred Programs during the 2026-27 academic year, subject to all applicable funding appropriation approvals.

Except as provided in Section 3.3 and Section 3.4, the UNLV School of Medicine shall not operate or establish any GME Program with Another Hospital and UMC shall not operate or establish any GME Program with Another Medical School. The President of UNLV is authorized to approve any amendments or modifications to the GME Affiliation Agreement or the Transition Plan on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the GME Affiliation Agreement will be approved in accordance with the existing delegation of authorities to the Governing Board and/or Chief Executive Officer, as applicable.

3.3. *Other GME Affiliates - UNLV.* Nothing in this Agreement, including Section 3.1., shall restrict or prevent the UNLV School of Medicine from:

a. Subject to any agreement in the Transition Plan, continuing any GME Program with Another Hospital provided the GME Program is set forth on ***Attachment B*** to this agreement; or

b. Expanding an Existing UNLV GME Program or establishing any new GME Program with Another Hospital (collectively a "**New UNLV GME Program**"), provided: UMC is first offered the option to participate in the New UNLV GME Program. Any proposal for a New UNLV GME Program shall be made in writing (a "**New UNLV GME Program Notice**") and served upon UMC in the manner provided in Section 14.3. Each New UNLV GME Program Notice shall include a detailed description of the proposed New UNLV GME Program, consistent with ACGME program requirements, including (1) the number of new or expanded residents or fellows, (2) the number and type of faculty and staff required, (3) the educational facilities and related equipment, and (4) any other resources that may be required of the parties to start and maintain the New UNLV GME Program. The information must be provided with enough specificity so that UMC can accurate quantify the requested support to UNLVKSOM as well as the additional cost to UMC. UMC shall have sixty (60) days after receipt of the New UNLV GME Program Notice (the "**New UNLV GME Program Option Period**") to (1) reject, (2) partially-accept, or (3) accept-in-full the New UNLV GME Program Notice. For purposes of this Section 3.2.b, the term "partially-accept(s)" shall mean an expression of willingness to participate in the New UNLV GME Program in a manner that varies from the New UNLV GME Program Notice, including, but not limited to, any variation in the number of residents or fellows. If UMC partially-accepts or accepts-in-full the New UNLV GME Program Notice, the parties shall have sixty (60) days from the expiration of the New UNLV GME Program Option Period to mutually execute an agreement for such New UNLV GME Program (the "**New UNLV GME Program Negotiation Period**"). If UMC partially accepts, the parties will execute an agreement upon mutually agreeable terms and conditions, with the understanding that UNLV will affiliate with Another Hospital to meet any other experience and accreditation requirements for the New UNLV GME Program.

During the New UNLV GME Program Negotiation Period the parties shall negotiate in good faith and use their best efforts to reach an agreement on the New UNLV GME Program. If (1) UMC rejects the New UNLV GME Program Notice, (2) UMC fails to respond to the New UNLV GME Program Notice, or (3) UMC partially-accepts or accepts-in-full the New UNLV GME Program Notice and the parties fail to execute an agreement related to the New UNLV GME Program prior to the expiration of the New UNLV GME Program Negotiation Period, the UNLV School of Medicine may establish such New UNLV GME Program with Another Hospital. If UMC partially-accepts any New UNLV GME Program Notice and the parties execute any agreement related to the New UNLV GME Program, nothing shall prevent the UNLV School of Medicine from also establishing the New UNLV GME Program in whole or part with Another Hospital. The Dean of the UNLV School of Medicine may, in his or her sole discretion, extend the New UNLV GME Program Option Period, or the New UNLV GME Program Negotiation Period, or both, for up to ninety (90) additional days. For purposes of this Section 3.3, "Expansion of a UNLV GME Program" shall mean the addition of a new resident or fellow position in the applicable UNLV GME Program. Notwithstanding the preceding, the parties agree that the relocation of a resident or fellow position from a GME Program (as the same is listed on ***Attachment B)*** to Another Hospital will trigger UMC's rights pursuant to this Section 3.3, except with respect to relocating psychiatric or pediatric residents from a program which is italicized on ***Attachment B***.

3.4 *Other GME Affiliates – UMC.* Nothing in this Agreement, including Section 3.1, shall restrict or prevent UMC from:

a. Continuing or starting any GME Program for which UMC is a sponsoring institution, so long as the same is not in partnership with Another Medical School (a "**UMC Sponsored GME Program**"); or

b. Expanding any UMC Sponsored GME Program or establishing any new UMC Sponsored GME Program with Another Medical School (collectively a "**Joint UMC GME Program**") provided: UNLV is first offered the option to participate in the Joint UMC GME Program. Any proposal for a Joint UMC GME Program shall be made in writing (a **"Joint UMC GME Program Notice**") and served upon UNLV in the manner provided in Section 14.3. Each Joint UMC GME Program Notice shall include a detailed description of the proposed Joint UMC GME Program, consistent with ACGME program requirements, including (1) the number of new or expanded residencies or fellowships, (2) the number and type of faculty and staff required, (3) the educational facilities and related equipment, and (4) any other resources that may be required of the parties to start and maintain the Joint UMC GME Program. UNLV shall have sixty (60) days after receipt of the New UMC GME Program Notice (the "**Joint UMC GME Program Option Period**") to (1) reject, (2) partially-accept, or (3) accept-in-full the Joint UMC GME Program Notice. For purposes of this Section 3.3.b, the term "partially-accept(s)" shall mean an expression of willingness to participate in the Joint UMC GME Program in a manner that varies from the Joint UMC GME Program Notice, including, but not limited to, any variation in the number of residencies or fellowships. If UNLV partially-accepts or accepts-in-full the Joint UMC GME Program Notice, the parties shall have sixty (60) days from the expiration of the Joint UMC GME Program Option Period to mutually execute an agreement for such Joint UMC GME Program (the "**Joint UMC GME Program Negotiation Period**"). During the Joint UMC GME Program Negotiation Period the parties shall negotiate in good

faith and use their best efforts to reach an agreement on the Joint UMC GME Program. If (1) UNLV rejects the Joint UMC GME Program Notice, (2) UNLV fails to respond to the Joint UMC GME Program Notice, or (3) UNLV partially-accepts or accepts-in-full the Joint UMC GME Program Notice and the parties fail to execute an agreement related to the Joint UMC GME Program prior to the expiration of the Joint UMC GME Program Negotiation Period, UMC may establish such Joint UMC GME Program with Another Medical School. If UNLV partially-accepts any Joint UMC GME Program Notice and the parties execute any agreement related to the Joint UMC GME Program, nothing shall prevent UMC from also establishing the Joint UMC GME Program in whole or party with Another Medical School. The Chief Executive Officer of UMC may, in his or her sole discretion, extend the Joint UMC GME Program Option Period, or the Joint UMC GME Program Negotiation Period, or both, for up to ninety (90) additional days.

3.5 *Rotations at Another Hospital.* Both parties acknowledge that the ACGME prescribes the required experiences for residency and fellowship accreditation and graduation. In the event a residency or fellowship program cannot continue to receive the required experiences at UMC, the parties will work collaboratively through the GME Consortium Council, to remedy the deficiency and utilize outside resources if necessary to ensure that the residents and fellows receive the required experiences. UMC agrees that rotations at Another Hospital, which are necessary for the sole purpose of providing ACGME-required education and training to current residents or fellows of an applicable GME Program, and which do not constitute an Expansion of a UNLV GME Program, shall not violate Section 3.3. Notwithstanding the preceding, the UNLV School of Medicine agrees that when UNLVKSOM is the sponsoring institution of the GME Program, UNLVKSOM remains financially responsible for all associated costs and expenses related to the operation of the GME Program, including but not limited to any costs and expenses related to any rotations at Another Hospital.

3.6 *Additional Participants in the GME Consortium.* After satisfying the right of first refusal requirements set forth in Section 3.3 and Section 3.4 above, if either party pursues the formation of a GME Program with Another Hospital or Another Medical School, UMC and the UNLV School of Medicine will meet in good faith to determine if, and when, such third party could, upon the agreement of the third party, be added as an additional participant to the GME Consortium, pursuant to the terms set forth in the GME Affiliation Agreement. Any new participants to the GME Consortium will be required to abide by all existing provisions with respect to the final decision-making authority binding the original members, unless otherwise mutually agreed by representatives of each of UMC and the UNLV School of Medicine.

3.7 Non-exclusive *Space for Didactics.* UMC acknowledges that space and equipment is necessary for the education of residents and fellows. As such, UMC agrees to make available reasonable space at UMC for scheduled didactic activities for the UMC funded FTE programs as set forth in ***Attachment C***.

Section 4. Research Programs and Research Studies.

The parties agree that innovative programs in basic science, clinical, and translational research ("Research Programs") are key to successfully implementing the Academic Health Center model. Tomorrow's physicians need to understand modern research methods to assess the results thereof and incorporate the results into their practices. It is the intent of the parties to work together to engage in joint research and develop robust state-of-the-art Research Programs at the Academic

Health Center. These Research Programs are expected to encompass research studies funded by both the National Institutes of Health (NIH) and other state and federal funding authorities (a "Government Sponsored Study" or collectively "Government Sponsored Studies"), industry sponsored research studies (an "Industry Study" or collectively "Industry Studies"), as well as clinical or non-clinical research studies designed or performed by an independent researcher, academic, physician or resident, which is not initially sponsored by a government agency or by a private commercial company (a "Investigator Initiated Trial" or collectively "Investigator Initiated Trials"), as further set forth herein. As more fully set forth in this Section 4, the parties agree to investigate innovative ways of enhancing Research Programs in each of these three areas to better position the Academic Health Center as a leader in research.

4.1 *Division of Trials Study.* Commencing as of the Effective Date, the Research Council set forth in Section 9.6 is tasked with exploring the implementation of a division of trials approach, specifically outlining management of Government Sponsored Studies by UNLVKSOM and Industry Studies by UMC, with reasonable costs related to the allocated resources of the other to be negotiated in letters of agreements between UMC and UNLVKSOM.

4.1.1 *Report to Leadership Council.* Within twelve (12) months of the Effective Date, the Research Council will forward a report to the Leadership Council with recommendations related to the implementation of the above approach. If it is determined that the division of trials approach is not feasible, or an alternative approach is determined to be preferable for maximizing Research Programs at the Academic Health Center, the Research Council will forward the details of its findings to the Leadership Council as soon as practicable, but in no event later than the twelve (12) month time frame set forth herein.

4.2 *Investigator Initiated Trials.* An Investigator Initiated Trial ("IIT") is defined as a clinical or non-clinical research study designed or performed by an independent researcher, academic, physician or resident, which is not initially sponsored by a government agency or by a private commercial company. IITs may include prospective or retrospective reviews. When completing a retrospective review, the parties agree to utilize a Data Use Agreement with the scope of work for each study, subject to all state and Federal law, including but not limited to those related to the disclosing, receiving, transmitting or maintaining of a Limited Data Set ("LDS") in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its regulations codified at Title 45 party 160 through 164 of the United States Code of Federal Regulations, as amended (the "HIPAA Regulations"). To the extent that the UNLV School of Medicine, or one of its employees, agents, physicians or residents, engage in research with information obtained through the Data Use Agreement derived from clinical encounters at UMC, the UNLV School of Medicine will share the data and the results of studies derived therefrom. Each party shall ensure that the other party receives appropriate recognition in any future research studies, publications, or research articles resulting from the retrospective review conducted under this Agreement. UNLV School of Medicine shall further ensure that UMC is provided with recognition in future research studies or research articles that result from the retrospective review. To the extent that an ITT involves a prospective review, and UMC provides for any funding through Section 4.3, below, UMC will receive recognition and well as a share of proceeds this is commensurate with its percentage share of funding. The parties will execute separate letters of agreement, if and as necessary, to set forth any financial or other terms applicable to the ITT.

4.3 *Academic Mission Support for Research Programs/Research Council.* UMC shall allocate Academic Mission Support for Research, as the same is defined and described in ***Schedule 1***, attached hereto and incorporated by reference. Any Academic Mission Support for Research must be utilized for the joint Research Programs only and will be detailed in letters of agreement as set forth in this Section 4. The parties will organize a Research Council, as described in Section 9.6, which will be responsible for implementing and operationalizing the provisions of this Section 4, including but not limited to the negotiation of the letters of agreement contemplated herein, subject to the parties' applicable delegations of authority. The Research Council will also be responsible for evaluating joint Research Programs that may be funded, in whole or in part, by Academic Mission Support for Research. Notwithstanding the preceding, the sponsoring institution of a GME program will be responsible for salary support for resident and fellow time spent on research.

4.4 *Exclusivity.* The parties agree that in the event Research Programs, or any resulting Government Sponsored Study, Industry Study, or ITT is performed, in whole or in part at UMC, UMC must be referenced as the Institution, be included in the same, and share in awards or compensation related thereto in accordance with this Section 4 and the negotiated letters of agreement referenced herein.

4.5 *Intellectual Property.* Notwithstanding any of the foregoing, all right, title, and interest to all data, research results, or any other system, process, or work product, including but not limited to items designated as intellectual property derived solely by UNLV while performing research will reside in UNLV. Likewise, all right, title, and interest to all data, research results, or any other system, process, or work product, including but not limited to items designated as intellectual property derived solely by UMC resulting from research shall reside in UMC. Title to all data, research results, or any other intellectual property derived jointly by UNLV and UMC, as determined by U.S. Patent Law, shall reside jointly in UNLV and UMC.

Nothing in this Agreement grants to either party any rights or interest in the other party's Background Intellectual Property. "Background Intellectual Property" means (1) all works of authorship created outside the scope of this Agreement and (2) potentially patentable discoveries conceived or first reduced to practice outside the scope of this Agreement.

UNLV reserves for itself a royalty-free, irrevocable license to make and use UNLV Intellectual Property or Joint Intellectual Property developed under this Agreement for its own internal research and educational purposes. UMC reserves for itself a royalty-free, irrevocable license to make and use UMC Intellectual Property or Joint Intellectual Property developed under this Agreement for its own internal research and educational purposes.

Section 5. Indemnification

5.1 *Centers for Medicare and Medicaid Claims.* The UNLV School of Medicine will indemnify and hold harmless UMC for any claims, fines or penalties by the Centers for Medicare and Medicaid Services (CMS) with respect to Graduate Medical Education cost reporting caused by the UNLV School of Medicine's errors, acts or omissions related to resident salary support funding for the applicable statute of limitations. Notwithstanding the respective parties' right to invoke sovereign and/or statutory immunity, statutory defenses, and/or the applicability of statutory damage caps to certain claims, the parties agree that the UNLV School of Medicine shall indemnify and hold harmless UMC to the full extent UMC is held liable for the errors, acts or

omissions of the UNLV School of Medicine and/or its employees, agents, or contractors. In the event that UMC believes that it may have an obligation to CMS that could trigger UNLV's obligations under this section, and/or in the event that UMC receives any information that puts it on notice of a potential claim, penalty or fine that could trigger UNLV's obligations under this Section, UMC will provide prompt written notice to UNLV. UMC shall provide full information and documents to the UNLV School of Medicine and its legal representatives with respect to any potential obligation of UNLV under this Section. UMC and UNLV agree to work together to assess, quantify and determine the extent of any such obligation and to cooperate in good faith toward resolution if any such obligation arises.

5.2 *Other Third Party Claims*. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, UNLV School of Medicine shall indemnify, defend, and hold harmless UMC from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses (but not including attorneys' fees), arising either directly or indirectly from any act or failure to act by UNLV School of Medicine or any of its officers or employees in the course and scope of their public duties, which may occur during or which may arise out of the performance of this Agreement. To the extent expressly authorized by Nevada law, UMC agrees to indemnify, defend, save and hold harmless UNLV School of Medicine, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgment and/or expenses, but not including attorneys' fees, arising either directly or indirectly from any act or failure to act by UMC or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

Section 6. Professional Services and Academic Support.

6.1 *Funding for Professional Services and Academic Mission Support*. Consistent with the applicable Legal Requirements (as defined in Section 6.3), and subject to Section 14.1, the parties agree to the following:

a. The parties may execute certain Professional Services Agreements for the clinical services and administrative services performed by the UNLV School of Medicine at UMC (individually a "PSA" and collectively the "PSAs"). Notwithstanding the preceding, the parties acknowledge and agree that certain PSAs may be in existence as of the Effective Date and will continue in accordance with such terms and conditions therein. All compensation paid under existing or new PSAs will be based upon fair market value compensation and commercially reasonable terms for the services provided thereunder, as determined by an independent valuation expert jointly engaged by the parties (with costs shared equally) to ensure compliance with all applicable Legal Requirements. Pursuant to the provisions of the PSA, UMC maintains the right to independently evaluate the clinical services provided under a given PSA, including but not limited to the quality, competence and availability of the services provided, and amend or terminate the PSAs in accordance with the terms therein for the best interest of hospital operations and patient care. The President of UNLV is authorized to approve any amendments or modifications to the initial PSAs on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the PSAs will be approved in accordance with the existing delegation of authorities to the UMC Board of Hospital Trustees, the UMC Governing Board and/or Chief Executive Officer, as applicable.

b. In furtherance of the common mission of the Academic Health Center, UMC has agreed to provide academic mission support to UNLV School of Medicine, for the purpose of ongoing joint efforts in the areas of ***teaching***, ***research*** and ***community service***. The amount and frequency of payment of such mission support shall be set forth on ***Schedule 1*** to this Agreement. Prior to the commencement of a new academic year, the parties will meet to discuss changes to ***Schedule 1*** and shall amend the same as necessary. The President of UNLV is authorized to approve the same on behalf of NSHE, UNLV and UNLV School of Medicine and the Governing Board shall approve the same on behalf of UMC.

c. The resident salaries for each annual year shall be set forth on ***Schedule 1***, attached hereto and subject to amendment on an annual basis based upon the number of residents employed by UNLV School of Medicine and training at UMC. Such amounts are not-to-exceed amounts and will only be paid based upon the full time equivalencies (FTEs), and the hourly portion thereof, relating to actual time spent at UMC (inclusive of didactic time completed at a UMC facility and upon implementation of an acceptable tracking system, the actual time spent at a UNLV Medicine d/b/a UNLV Health clinic. Amounts due and owing pursuant to this section shall be detailed in reports generated by the New Innovations system, which interfaces with the ResQ Medical platform (or comparable system as approved in advance by both parties) and shall be paid monthly upon receipt of accurate invoices submitted by the UNLV School of Medicine in accordance with Section 6.2, below. UNLVKSOM represents and warrants that: (i) implementation of the ResQ platform will be implemented by UNLVKSOM as soon as reasonably possible to meet its obligations under this subsection; (ii) that in the period prior to such implementation of the ResQ platform, UNLVKSOM will permit access by UMC to UNLVKSOM's New Innovations system to review and validate resident and fellow activities; and (iii) UNLVKSOM will agree to be bound by further location and time monitoring requirements that are set forth in the parties GME Agreement. If any such amendments or changes are necessary, the President of UNLV is authorized to approve the same on behalf of NSHE, UNLV and UNLV School of Medicine and the Governing Board shall approve the same on behalf of UMC.

6.2 *Invoicing Requirements/Audit Rights*. In order to document compliance with its ongoing accounting responsibilities for all resident and fellow salary support funding, including but not limited to those funds reimbursable by CMS for UMC's residency slots, UNLV School of Medicine shall obtain the signature of the program director of each GME Program attesting to the accuracy of the schedule and provide the same to UMC at the time UNLV School of Medicine submits each of its monthly invoices to UMC. Additionally, within three (3) days of UMC's request, copies of all original schedules and work papers will be provided to UMC with a signed verification of the accuracy of those records by the UNLV School of Medicine Designated Institution Official (DIO). UMC will withhold from any payment due to UNLV School of Medicine any and all sums related to payments for resident and fellow hours not spent at UMC. In the event that the documentation to be received pursuant to this Section 6.2 is incomplete or insufficient, in the sole determination of UMC, UMC shall have the right to audit all UNLV School of Medicine documentation relevant to UMC's payments pursuant to this Section 6. All documentation will be made available (including access to electronic forms of documentation if and as necessary) within thirty (30) days of written request by UMC and payments will be withheld until such time as UMC determines that it has received the necessary documentation to confirm the accuracy of the invoice and compliance with the terms of this Section 6.2.

6.3 *Legal Requirements*. The parties acknowledge that the obligations imposed by this Agreement will be subject to and limited by certain federal and state law and regulations governing patient referrals and fair market compensation requirements, including, but not limited to "Stark Law" (currently codified at 42 U.S.C. § 1395nn and 42 C.F.R. § 411.350 -411-389) and other anti-kickback restrictions (the "Legal Requirements"). Nothing in this Agreement shall require, or be interpreted to require, either party to act or take action in violation of any Legal Requirements.

Section 7. Academic Health Center Shared Services

7.1 *Management Services Agreement*. Within three (3) months of the Effective Date, the parties agree to meet and to explore what, if any, potential management or other services could be shared in order to best meet the needs of the Academic Health Center and the GME Consortium contemplated by this Agreement. Examples of potential shared services include but are not limited to: (1) clinic management; (2) billing and collection services; (3) surgery scheduling; and (4) faculty and training resources, including shared functions in resident tracking software (e.g., New Innovations), simulation lab, and library access. The parties agree that any resulting management services agreement will be based on fair market value compensation and commercially reasonable terms, as determined by an independent valuation expert jointly engaged by the parties (with costs shared equally) in order to meet all applicable Legal Requirements.

7.2 *Electronic Health Record System*. Integral to the Academic Health Center shared services contemplated in this Section 7 is UNLV School of Medicine's use of UMC's Epic Electronic Medical Records System, and its related third-party software, as a community connect partner (the "Epic System"). Concurrent with the Effective Date, the parties will enter into a new EMR System Access Agreement ("EMR Access Agreement"), for the purpose of UNLV School of Medicine continued access to the Epic System on the terms and conditions set forth therein. The EMR Access Agreement terms will include: (1) a term of no less than five years and a termination without cause provision of no less than three hundred and sixty-five (365) days; (2) provisions setting forth final decision making authority in the event of a tie among parties to reside with the owner of the Epic System (i.e., UMC); (3) payment terms necessary to cover the costs associated with UNLV School of Medicine's use; and (4) such other reasonable customary terms and conditions based upon the parties negotiation. The President of UNLV is authorized to approve any amendments or modifications to the EMR Access Agreement on behalf of NSHE, UNLV and UNLV School of Medicine. The consent of UMC to any amendments or modifications to the EMR Access Agreement will be approved in accordance with the existing delegation of authorities to the Governing Board and/or Chief Executive Officer, as applicable.

Section 8. Joint Marketing and Branding.

8.1. *Marketing Plan*. Commencing on the Effective Date, the parties will detail certain marketing and advertising strategies related to jointly identified community outreach initiatives ("Community Outreach Project(s)"), Research Programs, or other mutually agreed upon initiatives. Marketing and public relations representatives will meet and discuss initiative specific projects identified pursuant to this Section 8.1. These marketing and public relations discussions shall also include a method for the allocation of the costs between the parties, which may utilize Academic Mission Support funding, as available, pursuant to ***Schedule 1***. After applying Academic Mission Support, if any, the cost allocation for marketing and advertising shall be shared

equally and will be subject to the approval of both the Chief Executive Officer of UMC and the Dean of the UNLV School of Medicine.

8.2. *Use of Marks*. Each party owns or controls certain copyrights, trademarks, trade names, trade dress, logos, slogans, seals and other intellectual property (the "**Marks**"). The parties will set forth certain rights of each party to use the Marks of the other to market and brand the Community Outreach Project(s), Research Programs, or other mutually agreed upon purposes (the "**Permitted Marks**"). Except as expressly authorized in writing, neither party shall utilize any Mark of the other party, or permit any third party to utilize the Mark. The parties acknowledge and agree that a joint UMC/UNLV School of Medicine logo has been created and approved by each party; provided however, prior to the use of such joint logo, each party will obtain the consent and authorization to use the logo in any public forum.

8.3 *Marketing or Promotional Activities at a UMC Facility.* In order to ensure compliance with all UMC policies and procedures, as well as state and federal laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, the UNLV School of Medicine, and its affiliated entities, shall not permit any marketing or promotional activities to occur in a UMC facility without the express written consent of UMC. Consent will be conditioned upon review by UMC's Chief Experience Officer and the UMC Compliance & Privacy Officer, or respective delegated representatives, and may be withheld in UMC's sole discretion.

Section 9. Academic Health Center Councils.

9.1 *Academic Health Center Leadership Council.* The parties hereby form a joint affiliation leadership council that will include members from each of UMC and the UNLV School of Medicine, including but not limited to the Chief Executive Officer of UMC, the Chief Operative Officer of UMC, the Dean of the UNLV School of Medicine, the Chief Executive Officer of UNLV Health, along with legal counsel for each of UMC and UNLV School of Medicine and other parties deemed appropriate based on need. The Leadership Council will be responsible for implementing the terms of this Academic Health Center Affiliation Agreement and defining the overall annual goals for the upcoming fiscal/academic year, charging and overseeing various sub-councils identified herein, and the creation of additional standing or ad hoc groups for that may include: 1) IT/Cybersecurity/HIPAA compliance, 2) Government programs/funding and legislative initiatives, 3) Finance and funds flow, 4) Clinical Informatics. When related to the operations of UMC, all final decision-making authority in the event of a tie among participants in the Leadership Council (or any other standing or ad hoc council or sub-council created pursuant to this Section 9) will reside with UMC and its governing bodies.

9.2 *GME Consortium Council.* The GME Consortium will collaborate on all matters pertaining to graduate medical education, including ensuring that all GME Programs comply with the requirements of relevant accrediting and regulatory agencies involved in graduate medical education oversight. A joint committee will be led by both organizations' Designated Institution Official (DIO), or designee, and will review the resident experience, current and upcoming requirements for the learning environment, resident wellness, interdisciplinary training and other areas related to GME as charged. All matters that must be retained by a sponsoring institution's GMEC, will be referred back to the appropriate GMEC by its DIO, for ultimate voting approval consistent with ACGME requirements.

9.3 *UME Council.* A joint committee led by the UNLV Vice Dean for Academic Affairs and the UMC External and Academic Affairs Administrator, or designee, will meet quarterly and be responsible for planning, reviewing and recommending requirements, data, and resources for curriculum alignment, clinical training environments and student success and continued accreditation. Any changes in the learning environment as it pertains to hospital requests or accreditation standards will be reviewed in the UMC Council with recommendations ultimately made to the Leadership Council.

9.4 *Community Outreach Council.* A joint committee that is led by the appointments by the Chief Executive Officer of UMC and the Dean of the UNLV School of Medicine will identify opportunities for community health education, community service, health fairs, public campaigns, resilience initiatives, and patient engagement opportunities, as further described in Section 10 below.

9.5 *Clinical Practice Council.* Consistent with the mission to improve access to health care, promote healthcare innovation, and further the teaching mission of the Academic Health Center, the parties will work in collaboration for service line development and growth of the clinical enterprise where a service line involves a GME Program(s). A joint committee that will include parties from each of UMC and the UNLV School of Medicine, including but not limited to the Chief Executive Officer of UMC, the Chief Operative Officer of UMC, the Dean of the UNLV School of Medicine and the Chief Executive Officer of UNLV Health, along with other parties deemed appropriate based on need.

9.6 *Research Council.* Consistent with the provisions outlined in Section 4, a joint committee led by the UMC Director Research and UNLVKSOM Associate Dean for Research will be formed to oversee the development and administration of various joint Research Programs. During the twelve (12) months following the Effective Date of this Agreement, the primary responsibility of the Research Council will be to research and report to the Leadership Council regarding the implementation of a model for the development of robust Research Programs in each of the three categories listed in Section 4.1 and 4.2 above. Additionally, where identified, the parties can submit proposals to the Leadership Council for the consideration of funding for Academic Mission Support for Research.

9.7 *Delegations of Authority.* Nothing in this Section 9, or elsewhere in this Agreement, shall be construed to supersede the authority of the various governing bodies of UMC or UNLVKSOM, respectively, as the same are set forth in applicable state law, county code or ordinance, and the various governance documents of the same. Those governing bodies retain the authority as set forth therein, and all decisions of the various councils described above are subject to those approvals where and as applicable.

Section 10. Community Outreach Programs.

The UNLV School of Medicine and UMC intend to sponsor and participate in numerous health initiatives, public education programs, and community health activities ("**Community Outreach Programs**") with a variety of health care providers, community health organizations, hospitals, and government entities. The development, implementation and organization of these Community Outreach Programs will be directed by the Community Outreach Council as set forth in Section 9.4. The parties may utilize funds reserved for Academic Mission Support for Community Outreach, as further described on ***Schedule 1***. Nothing in this Agreement or the GME

Affiliation Agreement shall prevent either party from engaging is such Community Health Programs, including with Another Hospital or Another Medical School.

Section 11. Licensing and Accreditation.

The parties will cooperate with each other on any licensing or accreditation related to the operations of the UNLV School or Medicine, UMC or the Academic Health Center contemplated by this Agreement, including those imposed by the Accreditation Council for Graduate Medical Education and any CMS-approved accreditation body for hospitals.

Section 12. Dispute Resolution.

12.1 *Negotiation.* Any dispute arising out of or related to this Agreement shall be subject to the following dispute resolution procedures. Either party may give the other party notice of any dispute not resolved in the ordinary course of business by providing the party a written notice describing the nature and basis of the dispute (a "**Dispute Notice**"); the notice shall be served as provided in Section 14.3. Within five (5) business days after delivery of any Dispute Notice, the receiving party shall submit a written response to the Dispute Notice (a "Response") which shall be served on the other party as provided in Section 14.3. The Response shall describe in detail the receiving party's position related to the dispute described in the Dispute Notice. Within ten (10) business days after delivery of the Response, the Dean of the UNLV School of Medicine and the Chief Executive Officer of UMC shall meet to attempt to resolve the dispute (a "**Dispute Meeting**"). The Dispute Meeting shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any statements made or materials given by any party during the Dispute Meeting may not be used against it in later proceedings if the parties fail to resolve the dispute during the Dispute Meeting.

12.2 *Mediation.* If any dispute arising out of or related to this Agreement is not resolved through negotiation as provided in Section 12.1, the parties may by mutual agreement, submit the dispute to non-binding private mediation before a mediator mutually agreed to by the parties at a time and place mutually agreed to by the parties using procedures established by the mediator. The mediation shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any statements made or materials given by any party during the mediation may not be used against it in later proceedings if the parties fail to resolve the dispute during the mediation.

12.3 *Binding Arbitration.* Within thirty (30) calendar days after the conclusion of non-binding mediation pursuant to Section 12.2 ("Mediation"), any party wishing to continue to pursue the Dispute may submit the Dispute to binding arbitration to be administered by a recognized entity that provides arbitration services (e.g.,, the American Health Lawyers Association ("AHLA"), the American Arbitration Association ("AAA"), Judicial Arbitration and Mediation Services ("JAMS"), the Federal Mediation and Conciliation Service ("FMCS"), etc.) (collectively an "Arbitration Company"), with notice provided to the other party on the same day that the submission is made. The arbitration hearing shall be conducted in Clark County, Nevada, and shall be handled by a single arbitrator who has expertise in health care organizations and, if feasible, expertise in academic health/medical centers. The party requesting binding arbitration shall request from the Arbitration Company the names and curriculum vitaes of five (5) individuals to potentially serve as the arbitrator. The parties may agree to jointly select an arbitrator from the list of five (5) individuals provided by the Arbitration Company. If the parties cannot agree upon an

arbitrator from the list, each party will be permitted to strike one (1) individual from the list on a rotational basis (with the party who requested binding arbitration striking first) until a single individual remains to serve as the arbitrator. The arbitrator shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by applicable Federal law, and the laws of the State of Nevada, including, but not limited to, NRS Chapter 38 (i.e., Nevada's adoption of the Uniform Arbitration Act of 2000). The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The parties shall divide equally the cost of the arbitration, including, but not limited to the arbitrator's fee and any related administrative fees and charges. The parties shall each bear their respective attorneys' fees and costs incurred in the arbitration. The arbitration and any information obtained in connection with this Agreement or through discovery shall be confidential and neither the parties nor the arbitrator may disclose such information to third parties without the written consent of the parties, except that the parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award, or as otherwise is required by Nevada or federal law; however, the parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers. Each party expressly acknowledges and agrees that the foregoing constitutes a waiver of its right to a jury or bench trial regarding this Agreement.

Section 13. Term and Termination.

13.1 *Term.* This Agreement shall have an initial term of five (5) years from the Effective Date (the "Initial Term"), and will automatically renew for three (3) additional five (5) year periods (each a "Renewal Term"), unless either party provides written notice to the other party as set forth in Section 14.3 of this Agreement not more than twelve (12) months and no less than six (6) months from the end of the Initial Term or any Renewal Term (together the Initial Term and any Renewal Term shall be defined as the "Term").

13.2 *Termination.* After the Initial Term, either party may terminate this Agreement by giving six (6) months written notice to the other party prior to the commencement of a new academic year (new academic year being defined as the July 1 through June 30 following the notice). The date for termination will then be the date on which the ensuing academic year would normally end. Such time frame is necessary to allow sufficient opportunity for both parties to finish the currently applicable academic year and allow for alternative placement of students, residents and fellows. In the event of a breach of this Agreement by either party, the provisions of Section 12 shall apply; provided however, if they are unable to reach a satisfactory resolution the parties will agree at such time to dissolve the affiliation in such a way that will cause the least disruption to the education and ongoing operations of UMC and the UNLV School of Medicine.

Section 14. Miscellaneous.

14.1 *Privileges and Immunities Not Waived.* It is acknowledged by and between the parties that (1) NSHE is a constitutional entity of the state of Nevada, and (2) UMC is a county hospital organized pursuant to Chapter 450 of the Nevada Revised Statutes. Except as otherwise set forth in Section 5.1 above, nothing contained in this Agreement shall be construed as a waiver or relinquishment by either party of any right to claim any exemption, privilege or immunity provided by to that party by law, including without limitation, any right to terminate (1) this Agreement or (2) any agreement between the parties contemplated by this Agreement, including

the GME Affiliation Agreement, in the event any funding authority fails to appropriate funds to enable the party to fulfill its obligations under such agreements.

14.2 *Administrative Authority*: Except where any applicable policy of the Nevada System of Higher Education or UNLV provides otherwise, the Dean of the UNLV School of Medicine is authorized to issue any approval or consent required to administer this Agreement. Except where any applicable policy of the Clark County Commission, sitting as the Board of Hospital Trustees of UMC, or the Governing Board of UMC, provides otherwise, the Chief Executive Officer of UMC is authorized to issue any approval or consent required to administer this Agreement.

14.3 Notices. Any notices to be given under this Agreement shall be delivered by: (1) personal delivery, (2) United States mail, certified or registered, postage prepaid, return receipt requested, or (3) by overnight delivery using a nationally recognized courier. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be delivered or mailed to the following addresses or such other address as either party may specify in writing to the other party:

UNLV: University of Nevada, Las Vegas
School of Medicine
625 Shadow Lane
Las Vegas, NV 89106
Attention: Dean
Telephone: 702-545-2001

with copy to

UNLV General Counsel
4505 South Maryland Parkway
Box 451085
Las Vegas, NV 89154-1085
Attention: Vice President and General Counsel
Telephone: 702-895-5185

UMC: University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attention: CEO
Telephone: 702-383-2000

with copy to

UMC Office of General Counsel
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attn: General Counsel
Telephone: 702-383-3886

14.4 *Governing Law*. This Agreement shall be governed by and enforced in accordance with the laws of the State of Nevada.

14.5 *No Waiver.* The failure of either party to insist at any time upon the strict performance of any requirement, condition or covenant of this Agreement, or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future.

14.6 *Modifications and Amendments.* No alteration, modification, amendment or supplement to this Agreement or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by a duly authorized representative of the parties.

14.7 *Assignment.* Neither party shall assign or transfer this Agreement or any interest therein without prior written consent of the other party.

14.8 *Integration.* This Agreement states the entire understanding between the parties, superseding any previous or contemporaneous understandings, commitments, oral or written, with respect to the subject matter of this Agreement.

14.9 *No Third Party Beneficiaries.* This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein. Further, this Agreement is not intended to create, nor shall it be any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the parties.

14.10 *Authority.* Each party represents and warrants that it is authorized to enter into this Agreement, that the person(s) signing on its behalf are duly authorized to execute this Agreement, and that no other signatures are required.

14.11 *Nondiscrimination.* Each party certifies that it does not discriminate against any employee, applicant for employment, student or person to whom it provides services because of race, color, religion, gender, sex, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

14.12 *Disbarment.* Each party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from the same or any state agency or local public body. Each party agrees to provide immediate notice to the other party in the event of being suspended, debarred or declared ineligible by any federal, state or local department or agency, or upon receipt of a notice of proposed debarment during the term of this Agreement.

14.13 *Regulatory Compliance.* Nothing in this Agreement shall be construed as creating any duty or obligation of either party to provide referrals to the other party (or their affiliates) and this Agreement shall not be construed as creating any commitment for referrals of patients or clients between the parties (or their affiliates). It is the intent of the parties that this Agreement comply in all respects with applicable Federal, state and local laws, regulations, rules, case law and applicable administrative opinions (the "Laws"), and the parties have structured their relationship with this specific intent. However, the parties acknowledge that the Laws are complex and subject to change. In the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction or, a regulatory agency issues an opinion or

guidance questioning the structure or enforceability of any provision of this Agreement, the parties will amend this Agreement as necessary in order to comply with the Laws including any such order, opinion or guidance.

14.14 *Counterparts*. This Agreement may be executed in duplicate counterparts and may be transmitted by facsimile, scanned copy or electronic correspondence.

15. Release of Prior Claims.

In consideration of the terms and conditions set forth in this Agreement, UMC shall release, acquit, and forever discharge NSHE, UNLV, and the UNLV School of Medicine from all claims, demands or cause of actions which was asserted in a Dispute Notice previously delivered by UMC pursuant to the terms of Section 12.1 of the Preliminary Affiliation Agreement. Nothing in this Section 15 shall be construed to affect the obligations of the UNLV School of Medicine under Section 5 of this Agreement, specifically with respect to any future claim that is raised in connection with a potential CMS fine or penalty as set forth therein, such obligations to survive for the applicable statute of limitations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Academic Health Center Master Affiliation Agreement as of the Effective Date set forth above.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ Date: _____
Mason Van Houweling
Chief Executive Officer

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

By:_____ Date: _____
Alison Netski
Interim Dean, UNLV School of Medicine

By:_____ Date: _____
Chris Heavey
Interim President, University of Nevada, Las Vegas

Approved:

By:_____ Date: _____
Matt McNair
Chancellor, Nevada System of Higher Education

Approved as to Legal Form:

By:_____ Date: _____
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2026-2027

In furtherance of the common mission of the Academic Health Center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

ACADEMIC MISSION SUPPORT: Not-to-Exceed $4,200,000

For the purpose of joint efforts in the areas of **teaching**, Academic Mission Support for Teaching will be calculated as follows:

> "**Monthly Invoiced FTE Resident Count**" multiplied by "**Average Monthly Resident Salary Support per FTE**" multiplied by ***30%*** **(thirty percent)**

EXAMPLE: 156.52 X $7,429.00 x.30 = $348,836.12

For purposes for calculating the Academic Mission under this ***Schedule 1****, the following defined terms apply:*

"Academic Mission Support for Teaching" *means mission support funding for direct or indirect support of the mission of teaching joint residents and fellows in ACGME accredited programs listed on* ***Schedule 1*** *as including UMC FTEs (e.g., faculty salaries related to resident teaching, didactic time, or resident and fellow salary support for rotations at UNLV's associated faculty practice plan, UNLV Medicine, a Nevada non-profit corporation d//b/a UNLV Health or other community sites outside of UMC that meet the parameters set for the GME Affiliation Agreement).*

"Full-time Equivalent (FTE)" *means the full-time work effort of a resident or fellow in a GME Program – i.e., the ACGME sets an 80-hour work week limit averaged over four weeks which represents the maximum threshold.*

"Monthly Invoiced FTE Resident Count" *means the resident FTE amount as set forth by UNLVKSOM on the approved submitted monthly invoice* ***excluding*** *any FTE count for the programs highlighted in the Resident Compensation Chart below whereby the resident teaching is provided by UMC employed physicians pursuant to the employed physician's contractual employment arrangement with UMC.*

"Average Monthly Resident Salary Support per FTE" *means the average of all salary, fringe and malpractice costs divided by the not-to-exceed total on the program chart below (i.e., 192.26). For Academic Year 2026-2027 the Average Monthly Resident Salary Support per FTE is $7,429.00.*

"Academic Mission Support for Research" *means funding of joint Research Programs as defined in Section 4.*

"Academic Mission Support for Community Outreach" *means funding of joint Community Health Programs as defined in Section 10.*

For the purpose of joint efforts in the areas of Academic Mission Support for Research or Academic Mission Support for Community Outreach, the parties may fund projects with any remaining Academic Mission Support in excess of the Academic Mission Support for Teaching, up to the total Academic Mission Support set forth above (i.e., NTE $4,200,000.00). Mutually agreeable joint research or community outreach projects utilizing said Academic Mission Support must be memorialized in a signed writing with terms consistent of this Agreement.

Academic Mission Support will be paid within thirty (30) days of approved resident salary invoice.

Notwithstanding the preceding, in the event that resident or fellow time has been unpaid pursuant this ***Schedule 1*** and an invoice(s) are later determined to have included resident or fellow time at unapproved locations, UNLVKSOM acknowledges and agrees that UMC can off-set any resulting overpayment of resident salary support and academic mission support from future payments due and owing to UNLVKSOM under this Agreement.

[RESIDENT COMPENSATION CHART TO FOLLOW ON NEXT PAGE]

RESIDENT/FELLOW COMPENSATION FOR THE 2026-2027 ACADEMIC YEAR

Resident/Fellow Salaries (inclusive of benefits): Not to exceed $17,139,594.50
(amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c), Section 6.2, and the table reflecting the applicable resident FTEs below.)

Program FTE's	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	TOTAL UMC FTEs **	Mission Support FTEs	TOTAL FTEs *
Cardiology				1.78	1.59	1.85	5.22	5.22	9
Child & Adolescent Psychiatry				.44			.44	.44	4
Critical Care Track				3	3		6	6	7
Emergency Medicine	5.94	5.32	5.98				17.24		38
Endocrinology				.93	.47		1.4	1.4	4
Family Medicine	5	3.7	3.4				12.10	12.10	15
Family Medicine Rural	1.62	.17	.08				1.87	1.87	6
Gastroenterology				.93	.97	1.03	2.93	2.93	6
General Surgery	3.72	3.4	1.85	2.45	2.79		14.21	14.21	30
Geriatrics							0	0	0
Internal Medicine	21.72	18.68	16.75				57.15	57.15	76
OB/GYN	3.02	2.24	2.83	2.67			10.76	10.76	25
Orthopaedics	3.06	2.93	3.92	2.15	2.92		14.98		20
Otolaryngology	.8	1.55	.77	1.6	.83		5.55	5.55	7
Pediatrics	4.81	4.22	4.27				13.3	13.3	33
Pediatric Emergency Medicine				.88	.92	1.72	3.52		4
Plastic Surgery	.91	.91	1.91	0	.83	.83	5.39	5.39	6
Psychiatry	5	4.25		2			11.25	11.25	39
Pulmonary CC/Crit. Care Track				1.55	2.33	1.35	5.23	5.23	10
Surgical Critical Care						3.72	3.72	3.72	4
Forensic Pathology							0		1
Forensic Psychiatry							0		0
Rheumatology							0		4
Sports Medicine							0		1
Total FTE's	**55.66**	**47.37**	**41.76**	**20.38**	**16.65**	**10.5**	**192.26**	**156.52**	**352**

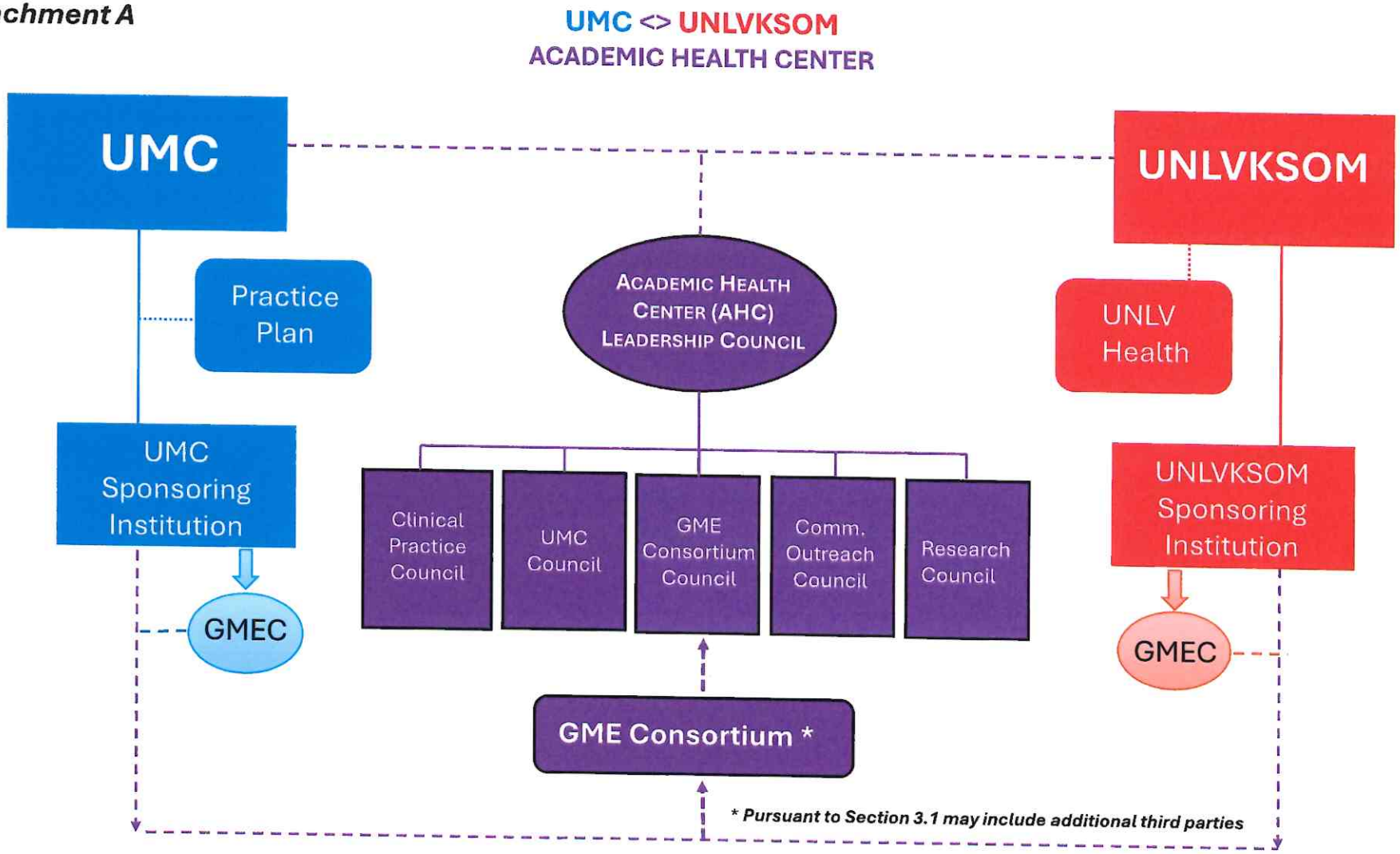
**This column represents the total residents/fellows in the respective programs sponsored by the UNLV School of Medicine (irrespective of PGY). The portion of the Total FTEs in excess of the UMC FTEs (i.e., 159.74) are not funded by UMC with either salary support or academic mission support dollars.*

*** The Total UMC FTE funding will include the payment of vacation time, sick time and other approved paid leave when the resident or fellow is scheduled for a UMC rotation.*

Attachment A

See Attached Diagram

Attachment A



Attachment B

GME Programs

Program Name	**Another Hospital**
OB/GYN	Sunrise, Mike O'Callaghan Hospital, VA,
Pediatrics Residency	*Sunrise*
Psychiatry Residency	*Rawson Neal, VA, Seven Hills Behavioral Institute*
Rural Family Medicine	Humboldt General Hospital
Cardiology Medicine Fellowship	VA
Child and Adolescent Psychiatry	*Desert Willow Treatment Center*
Emergency Medicine Residency	Mike O'Callaghan Hospital
Endocrinology Fellowship	VA
Family Medicine Residency	VA
Forensic Psychiatry Fellowship	*Stein Hospital*
Gastroenterology Fellowship	VA
General Surgery Residency	VA, Mike O'Callaghan Hospital
Geriatric Medicine Fellowship	VA
Internal Medicine Residency	VA
Orthopaedic Surgery Residency	VA
Plastic Surgery Residency	VA, Mike O'Callaghan
Pulmonary and Critical Care Fellowship	Mike O'Callaghan Hospital, VA

*- The above list of programs does not contain certain participating sites where residents and/or fellows might be trained as further described in Section 3.5. These GME Programs are not funded by UMC with either resident or fellow salary support or academic mission support dollars.

Attachment C

Didactic Programs at UMC

Days	Program	Didactics	Time in	Time out	Total hrs	Frequency
Thur (1st, 3rd, 4th)	Pediatric EM	Didactics	11:00 AM	3:00 PM	4	Weekly (except 2nd week)
Wednesday	Ortho	Didactics	6:30 AM	9:30 AM	3	Weekly
Every Other Monday	Ortho	Didactics - Sports / SE Conferenece (Room - UMC Ortho Clinic)	7:00 AM	8:00 AM	1	Every other Week
Monday-Friday	Cardiology	Didatics (Room - Delta Point)	7:00 AM	8:00 AM	1	Daily M-F
Wednesday	GI	Didatics	4:00 PM	6:00 PM	2	Weekly
Thursday	Endocrinology	Didatics	1:00 PM	4:00 PM	3	Weekly
Wednesday	EM	Didactics (Delta Point)	8:00 AM	1:00 PM	4	Weekly
Monday	Internal Medicine	Didactics - Intern Report	12:00 PM	1:00 PM	1	Weekly
Tuesday	Internal Medicine	Didactics - Academic Half Day	12:00 PM	4:00 PM	4	Weekly
Wednesday	Internal Medicine	Didactics - Noon Report	12:00 PM	1:00 PM	1	Weekly
Thursday	Internal Medicine	Didactics - Noon Report	12:00 PM	1:00 PM	1	Weekly
Friday	Internal Medicine	Didactics - Noon Report	12:00 PM	1:00 PM	1	Weekly
Tuesday	PCCM	Didactics	12:00 PM	1:00 PM	1	Weekly
Wednesday	PCCM	Didactics	12:00 PM	1:00 PM	1	Weekly
Thursday	PCCM	Didactics	12:00 PM	1:00 PM	1	Weekly
Friday	Family Medicine	Didactics	1:00 PM	5:00 PM	4	Weekly

Conference Room Capacity - Max 50 (will include necessary audio/visual equipment)

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
April 29, 2026

Agenda Item #
24

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
April 29, 2026

Agenda Item #
25