UMC Governing Board Meeting

Wednesday, May 27, 2026 2:00 P.M.

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
May 27, 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, May 27, 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 April 29, 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 May 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 26, 2026; and take action as deemed appropriate. *(For possible action)*

5. Approve and authorize the Chief Executive Officer to sign the Second Amendment to the Hospital Services Agreement with Health Direct Partners; or take action as deemed appropriate. *(For possible action)*

6. Approve and authorize the Chief Executive Officer to sign the Amendment Eleven to the Primary Care Physician Participation Agreement with Optum Health Networks, Inc. ; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Customer Orders for Pyxis Products for the Med Station Enterprise System with CareFusion Solutions, LLC; and take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign the Rider to Product Supply Agreement with Linde Gas & Equipment Inc., F/K/A Praxair Distribution, Inc., for bulk oxygen and associated delivery services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

9. Authorize the Chief Executive Officer to sign the Master Agreement with Zimmer Biomet; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

10. Approve and authorize the Chief Executive Officer to sign the Master Services Agreement with Commure, Inc. for its AI technology platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

11. Authorize the Chief Executive Officer to sign the Telemetry Agreement with Philips Healthcare; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

12. Award RFP No. 2025-14 Workers' Compensation Billing and Collection Services to Medical Reimbursements of America, Inc. d/b/a Revecore; authorize the Chief Executive Officer to sign the RFP No. 2025-14 Service Agreement; execute any extension options and amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

13. Receive an educational update from Rosemary Brock, CEO of EISC Lab Data Automation, and Jamie Schwartz with Biotech Vegas, regarding the future of biotech in Las Vegas; and direct staff accordingly. *(For possible action)*

14. Review and discuss the Governing Board 2026 Action Plan, to include an update from Amy Runge, UMC Ambulatory Clinical Manager for Wellness, regarding UMC Mental Health Awareness initiatives; and direct staff accordingly. *(For possible action)*

15. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

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

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

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

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

20. Review for approval amendment to the Governing Board Bylaws to conform with Chapter 3.74 of the Clark County Code; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

21. 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

22. 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
April 29, 2026

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, April 29, 2026
2:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by 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
Donald Mackay, M.D. (via Teams)
Chris Haase
Renee Franklin
Laura Lopez-Hobbs (via Teams)
John Fildes, M.D.
Mary Lynn Palenik
Bill Noonan

Ex-Officio Members:

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

Absent:
None

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Nursing Team
Dr. Lawrence Weekly, CSN Executive Director
Janice Glasper, CSN Dean of CSN
Elizabeth Solomon, CSN Director of Nursing
Michelle Sanchez, Health Trust
Shaunda Phillips, UMC Director of Administrative Services

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members took part in an interactive activity focused on stress awareness and recognizing signs of stress. The board members participated in a breathing exercise. The board was reminded of activities promoting Earth Day.

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:

Chris Heavy, Interim President of UNLV, spoke in support of Agenda Item 23. He emphasized the vital relationship between UMC and UNLV. He thanked Mr. Van Houweling, Tony Marinello, and Susan Pitz for their negotiations that brought the historic agreement before the Board. He also thanked the UNLV team, including Dean Netski, Joanne Strobe, David Keene, and Shannon Richard, as well as Marcia Turner of NSHE and Regent Stephanie Goodman. He added that the relationship is vital to the future of the UNLV School of Medicine and to serving the healthcare needs of the community. He will speak in strong support of the agreement at the Board of Regents meeting. He looks forward to decades of productive work and service together.

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board held on meeting held on March 25, 2026. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

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SECTION 2: CONSENT ITEMS

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Credentialing

ITEM NO. 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)**

DOCUMENT(S) SUBMITTED:
- December 2026 and January 2026 Policies and Procedures

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Provider Agreement – Amendment 11
- Disclosure of Ownership

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Participating Facilities Agreement - Redacted
- Disclosure of Ownership

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Extension Agreement - Amendment 1
- Disclosure of Ownership

ITEM NO. 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)***

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DOCUMENT(S) SUBMITTED:
- Service Agreement

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Purchase Order Quote - Redacted
- Sourcing Letter
- Disclosure of Ownership

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

DOCUMENT(S) SUBMITTED:
- Professional Services Agreement
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Master Agreement Order Form
- Disclosure of Ownership

FINAL ACTION:
A motion was made by Member Franklin that Consent Items 4-12 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- PowerPoint Presentation

DISCUSSION:

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Mr. Van Houweling highlighted the longstanding partnership between CSN and UMC and began the discussion by sharing a video showcasing the Health Sciences Program, as well as the benefits and training opportunities at College of Southern Nevada. In 2025 alone, approximately 419 students rotated through in-depth training at UMC.

Dr. Lawrence Weekly thanked the Governing Board, UMC Administration, the Board of County Commissioners, and UNLV for their continued support and partnership, and for their role in future growth.

Dr. Elizabeth Solomon, Director of Nursing, added that this program contributes to the growth of all of Nevada and is an investment in the future. The support from UMC is appreciated, along with the opportunities for growth that are available to CSN nurses.

Dr. Janice Glasper, Dean of the School of Health Sciences at CSN, thanked UMC and echoed the previous statements. UMC is the one of the largest supporters for clinical learners at the school and supports most of the programs. She is grateful to UMC for their involvement in the training and learning experiences provided to students during their rotations at the hospital.

Lastly, UMC Respiratory Therapist Maribel Thiel shared her experience as a CSN graduate and thanked UMC for their support.

The Governing Board thanked CSN for their support of the hospital and the community.

FINAL ACTION:

None

ITEM NO. 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)*

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

DISCUSSION:

Michelle Sanchez, Account Director with Health Trust, provided educational update on the global supply chain.

A visual overview of the global healthcare supply chain, showing manufacturing locations for medical and surgical products as well as pharmaceuticals, demonstrating the global nature of healthcare supply chain operations.

The current outlook for 2026 highlights the key challenges related to tariffs and ongoing trade, geopolitical risks, cybersecurity threats, inflationary cost pressures, labor disruptions, market uncertainty, and other unforeseen events.

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To mitigate inflationary pressures, geopolitical tensions, and other cost increases, Health Trust tracks commodities such as cotton and plastics, among other critical commodities. Tariffs on critical materials and surgical-related products are also monitored due to potential border delays. Ms. Sanchez highlighted challenges and impacts related to Middle East conflicts. Technological and helium shortages were reviewed, and steps for UMC to mitigate disruptions were provided.

Health Trust's goal is to focus on managing supply chains and to implement methods to avoid or offset potential cost increases caused by tariffs. Health Trust proactively develops and implements mitigation strategies in collaboration with key suppliers.

UMC is highly compliant. The contract penetration remains high, and the vast majority of UMC's spend remains protected via firm pricing.

FINAL ACTION:

None

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED**:**
- Advance Directives Packet

DISCUSSION:

Shaunda Phillips provided a high-level overview of patient Medical Advance Directives, surrogate decision-making, and the challenges associated with patients who become incapable of making health care decisions for themselves.

Nevada is unique in that the surrogate decision-maker is not automatically recognized as a decision-maker unless there is a need to discuss end-of-life decisions.

Ms. Phillips highlighted the importance of completing a durable power of attorney for healthcare and of identifying an agent to speak for a patient if the patient becomes incapacitated. She added that it is important for the patient's agent to know the patient's wishes and be able and willing to carry them out.

It was recommended that you carry a durable power of attorney with you, should you have an unplanned or planned hospital visit.

FINAL ACTION:

None

ITEM NO. 16 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Member Palenik provided a report on the meeting, held on Thursday, April 9, 2026, at 9:15 a.m. A quorum was present. There was no public comment, and the minutes and agenda were unanimously approved as presented.

The Committee received an educational presentation on length of stay as a key operational driver at UMC. This is a primary measure used to manage and improve performance. Length of stay can be tracked by service line, DRG, and physician group. The financial impact of length of stay was discussed and will be used to evaluate service line strategies and performance moving forward.

Next, the Committee received an update on service line performance for all major service lines, as well as a discussion on market share data with year-over-year trends and fair share data, which compared cases by hospital and by bed count. UMC ranks 5th in the geographic market area.

Operational performance goals for FY26 were reviewed.

A status update on the status of the Strategic Planning Committee 2026 priorities were reviewed, and all are on track or in progress.

There was one emerging issue, no public comment, and the meeting adjourned at 12:27p.m.

FINAL ACTION:

None

ITEM NO. 17 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Member Franklin provided a report on the meeting, which was held on Monday, April 20, 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 update on the Annual Infection Prevention Program, highlighting key accomplishments, challenges, and opportunities for improvement. The 2026 risk priorities and interventions were reviewed.

A presentation on UMC's Hand Hygiene Campaign was provided. The goal is to improve hand hygiene compliance. A hospital-wide strategy has been implemented to encourage compliance.

Next, the team reviewed HCAHPS and CCAHPS goals and patient satisfaction measures. Eight of ten measures were trending positively. Single use Easy Communication patient boards were highlighted for use with non-verbal patients.

An update on the FY2026 organizational goals were reviewed. All measures are being met, with the exception of one.

The Committee reviewed the UMC Policies and Procedures Committee's activities of February 2, 2026 and March 4, 2026, which were approved and are a part of today's consent agenda.

Lastly, there were emerging issues related to Magnet Status and length of stay.

There was one emerging issue, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 18 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 meetings, which were held on Wednesday, April 15, and April 22, 2026 at 2:00 p.m. A quorum was in attendance . There was no public comment, and the minutes and agendas for the meetings were both approved unanimously as presented.

A special meeting was held on April 15th to discuss the revised 2027 budget, noting changes from the preliminary budget presented in March. The Committee approved the revised budget as presented and recommended for approval by the Governing Board.

At the regular meeting on April 22nd, a report was received on the audit plan for FY 2026. The plan includes a review of cash controls and contracts.

The Committee reviewed financial statements provided for the month of March, which covered factors affecting financial outcomes, comparisons to the budget, as well as operating and key financial indicators, trending stats, and payor mix.

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Next, the Committee received updates regarding a new HRSA audit, DME task force, and the expected impact of HR1.

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.

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

FINAL ACTION:
None

ITEM NO. 19 Receive the monthly financial report from the Chief Financial Officer for the March FY26 financial report; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- March FY26 Financial Report

DISCUSSION:

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

The key indicators for March showed admissions 3% above budget. ADC was 377 and the average length of stay was 5.80 days. Overall acuity was 1.87, and Medicare CMI was 2.12. Inpatient surgeries were 43 cases below budget, and outpatient surgeries were 54 above budget. There were 10 transplant cases, and there were over 10.9K visits to the ER.

Quick cares were on budget, and primary cares were under budget 17%. Telehealth had 375 visits for the month. Orthopedic Clinic was above budget 18%. There were 84 deliveries. The CSC volumes have increased to 409 patients. Outpatient infusion clinic is showing record high volumes.

The income statement for the month showed operating revenue was below budget $3.3 million and operating expenses were below budget $4 million. EBITDA for the month was $2.6 million on a budget of $1.7 million, leaving us $900K above budget. Year-to-date statistics were reviewed. EBITDA was $13.2 million above budget year-to-date.

Salaries, wages, and benefits was $1.8 million below budget for the month. All other expenses were favorable to budget. All other expenses were $2.2 million favorable to budget.

FINAL ACTION:

None

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ITEM NO. 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)*

DOCUMENT(S) SUBMITTED**:**

- Power Point Presentation

Ms. Wakem provided a review of the changes made to the proposed budget based on feedback received. The timeline to submit the budget to the county remains unchanged.

Fiscal year 2026 projected key statistics were reviewed. AADC is projected to land at 614, ALOS is 5.66, and hospital and Medicare CMI remain consistent. Inpatient surgeries is below budget and outpatient surgeries are above budget.

The FY26 income statement projection shows adjusted net patient revenue down $26 million. Supplemental payments are on budget. Other revenue is down. Operating revenue is expected to be $46.9 million below budget. EBITDA is projected to be $33 million, compared with a budget of $22.9.

FY2027 Budget Assumptions were reviewed highlighting key statistics, strategic service line initiatives included in the budget, federal supplemental payments, and expenses.

Adjustments from the FY2027 Proposed Final Budget vs. the FY 2026 Projection Key Stats are as follows:

Admissions increase by 2%, LOS decreases by 3%, and inpatient and outpatient surgeries were pushed up to 7%.

The income statement shows adjusted net patient revenue is up 6.27%, supplemental payments are up $3 million, net patient revenue going up $44.4 million. Operating revenue is $45 million over projection. EBITDA is $23.2 million.

Salaries, wages, and benefits are going up 5%. Contract labor will be going down due to a change in services. Professional fees are up to $2.8 million due to radiology. Supplies are up 5%, and purchased services will go up to $3.5 million.

Other expenses added $2.9 million, related to the new supplemental payment program.

Member Noonan asked if there are any tariff rebates that are available. There was a brief discussion regarding the rebates received through the GPO. Ms. Wakem will follow up regarding any potential rebates that are available.

FINAL ACTION TAKEN:
A motion was made by Member Palenik to approve the Proposed Final FY2027 Operating Budget and make a recommendation to the Governing Board to approve the budget and submit it to the County. Motion carried by unanimous vote.

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Chairman O'Reilly thanked all of the board members and staff for their cumulative years of business experience and expertise in creating the budget. Thank you for your contribution and time in reinvesting in UMC.

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED**:**

- PowerPoint Presentation

DISCUSSION:

Dean Netski provided the following updates:

In February, the school had over 7K patient encounters at UMC, as well as 2,100 unique patients, and 2,299 surgical procedures.

Physician Recruitment:

Two new ENT physicians will start in October and November, and a new trauma physician, and two new psychiatrists beginning in the summer.

Community Engagement and Events:

HERO – Healthcare Exposure Rural Outreach Day will take place on May 1, 2026, and will encourage high school students interested in the medical field.

Graduation is scheduled Friday, May 8th for the 9th medical school class.

The 10th class will begin in July.

The Dean added her excitement to see the Academic Health Center Affiliation Agreement on the agenda and looks forward to continuing the relationship between UMC and UNLV. She thanked everyone involved in completing the agreement.

There was a brief discussion regarding the 86 deliveries at UMC.

FINAL ACTION:
None

ITEM NO. 22 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:

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Mr. Van Houweling reviewed the UMC News brochure highlighting events across the community.

- UMC Diagnostic Innovation Lab – this will expand current lab capabilities and incorporate new testing in 2027.
- DNV Survey update – A items requiring review have been resolved.
- DNV Comprehensive Stroke Survey – to be held on May 14th and 15th
- Burn Care Open House – held today from 9 a.m. to noon. UMC is the only verified Burn Center in the valley.
- BDO will be on site this week to review revenue cycle.
- Interim Health and Human Services update – UMC was able to present along with other
- Additional resident conference room and workspace will be available.
- UMC's inaugural Nursing Academic Summit will be on May 5.
- Boulder City Hospital Layoffs – UMC has been working to fill needs for impacted employees.
- Images of the Radiology Match were shown.
- UMC Celebrates National Volunteer Week. Thank you to all volunteers at UMC.

FINAL ACTION:
None

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED**:**
- Master Affiliation Agreement

DISCUSSION:

Chairman O'Reilly commented on the history of the relationship between UMC and UNLV. Reflecting on the months of negotiation, he said that he is pleased to think about the potential moving forward and the opportunities ahead.

FINAL ACTION:
A motion was made by Member Palenik to approve the to approve the Academic Health Center Master Affiliation Agreement and make a recommendation to the Board of Hospital Trustees for approval. Motion carried by unanimous vote.

Mr. Van Houweling thanked President Heavy, Susan Pitz, Dean Netski, and many members of UMC and UNLV staff, as they worked together to come to a successful agreement. He added that we will be stronger together.

Dean Netski echoed Mr. Van Houweling's comments and added that it was a great opportunity and exercise in coming together to discuss challenges and

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opportunities and solve them. It was a great commitment by both teams, and now both parties can focus on moving forward.

SECTION 4: EMERGING ISSUES

ITEM NO. 24 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 Noonan that the Board go into the closed session.

FINAL ACTION TAKEN:

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

At 4:07 p.m., the Board recessed to go into closed sessions.

The meeting was reconvened in closed session at 4:20 p.m.

SECTION 5: CLOSED SESSIONS

ITEM NO. 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.

FINAL ACTION:

At the hour of 5:50 p.m., the closed session on the above topic ended and the meeting was adjourned.

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

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the May 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 26, 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 May 21, 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 May 26, 2026 meeting.

Cleared for Agenda
May 27, 2026

Agenda Item #

4

Date: May 27, 2026
To: Governing Board
From: Credentials Committee
Subject: May 21, 2026 Credentialing Activities

NEW BUSINESS:

- OB/GYN DOP – MFM (revisions) – **pg. 12-13**

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Ahad	Rooman	M.D.	05/27/2026 - 09/30/2027	Pediatric Neurology	Ackerman Autism Center	Refer and Follow
2	Ahmed	Omar	M.D.	05/27/2026 - 03/31/2027	Emergency Medicine	UMC Emergency Medicine	Initial FPPE Membership and Privileges
3	Aton	Matthew	APRN	05/27/2026 - 12/31/2027	Trauma/General Surgery	UNLV Health	APP Initial FPPE Privileges
4	Bartlett	Jennifer	D.O.	05/27/2026 - 05/31/2027	Anesthesiology	UMC Anesthesiology	Initial FPPE Membership and Privileges
5	Bennett	Dustin	P.A.C	05/27/2026 - 02/28/2028	Orthopaedic Surgery	UMC Surgery	APP Initial FPPE Privileges
6	Carvell	Jenifer	APRN	05/27/2026 - 05/31/2027	Emergency Medicine	UMC Emergency Medicine	APP Initial FPPE Membership and Privileges
7	De Jong	Ann	M.D.	05/27/2026 - 9/30/2027	Family Medicine	Intermountain Healthcare	Initial FPPE Membership and Privileges
8	DeLappi	Joseph	P.A.C	05/27/2026 - 06/30/2027	Neurosurgery	DeLappi Physician Assistant Services, Inc	APP Initial FPPE Privileges
9	Dhaliwal	Parneet	D.O.	05/27/2026 - 11/30/2027	Pathology	Associated Pathologists	Initial FPPE Membership and Privileges
10	DiCaro	Michael	M.D.	05/27/2026 - 11/30/2027	Medicine/Internal Medicine	UMC Hospitalist	Initial FPPE Membership and Privileges
11	Gallogly	Hunter	D.O.	05/27/2026 - 05/31/2027	Family Medicine	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR

12	Karno	Catherine	M.D.	05/27/2026 - 08/31/2027	Medicine/Internal Medicine	UMC Hospitalist	Initial FPPE Membership and Privileges
13	Kulkarni	Hrishikesh	M.D.	05/27/2026 - 12/31/2027	Medicine/Critical Care /Pulmonary	Platinum Hospitalists	Initial FPPE Membership and Privileges
14	Merrell	Jason	M.D.	05/27/2026 - 05/31/2027	Anesthesiology	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
15	Mirabbasi	Seyed	M.D.	05/27/2026 - 09/30/2027	Medicine/Internal Medicine	UMC Hospitalists	Initial FPPE Membership and Privileges
16	Okundaye	Amanda	DDS	05/27/2026 - 12/31/2027	Anesthesiology/Dental Anesthesiology	UNLV School of Dental Medicine	Initial FPPE Membership and Privileges
17	Pangilinan	Ralph	P.A.C	05/27/2026 - 11/30/2027	Family Medicine	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
18	Peacock	Jordyn	P.A.C	05/27/2026 - 11/30/2027	Surgery/General	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR
19	Robins	David	M.D.	05/27/2026 - 06/30/2027	Pathology	Associated Pathologists, Chartered	Initial FPPE Membership and Privileges
20	Turner	Nykole	P.A.C	05/27/2026 - 11/30/2027	Surgery/General	Mike O'Callaghan Military Medical Center	MILITARY ROTATOR

B. REAPPOINTMENTS TO STAFF

1	Alhosh	Rabea	M.D.	07/01/2026-06/30/2028	Pediatrics, Pediatric Gastroenterology	Affiliate Membership and Privileges	UNLV Pediatrics
2	Alinea	Ana Kristina	APRN	07/01/2026-06/30/2028	APN - Medical	APP Independent Membership and Privileges	UMC Center for Transplantation
3	Alkadri	Mohi	M.D.	07/01/2026-06/30/2028	Interventional Cardiology, Cardiovascular Disease	Affiliate Membership and Privileges	Nevada Heart & Vascular Center

4	Bacani	Anne Raquel	APRN	07/01/2026-06/30/2027	Ambulatory Care	APP Independent Membership and Privileges	UMC-Enterprise Quick Care
5	Balite Lacap	Monette	M.D.	07/01/2026-06/30/2028	Internal Medicine	**Active** Membership and Privileges to **Affiliate** Membership and Privileges	UMC Hospitalists
6	Benson	Kathleen	M.D.	07/01/2026-06/30/2028	Interventional Cardiology, Cardiovascular Disease	Affiliate Membership and Privileges	Advanced Heart & Vascular Specialists
7	Carapucci	Joan	PAC	07/01/2026-06/30/2028	Psychiatry	APP Dependent Privileges	Desert Psychiatry
8	Carley	AnnaMarie	M.D.	07/01/2026-06/30/2028	Anatomic Path & Clinical Path	Affiliate Membership and Privileges	Associated Pathologists, Chartered
9	Costa	Mara	APRN	07/01/2026-06/30/2028	APN - Medical	APP Independent Membership and Privileges	Stroke and Neurology Specialists
10	David	Johanna	APRN	07/01/2026-06/30/2028	APN - Medical	APP Active Independent Membership and Privileges	UMC Neonatology Unit
11	DeGuzman	Geraldine	APRN	07/01/2026-06/30/2028	APN - Medical	APP Independent Membership and Privileges	UMC
12	Elsanousy	Hind	M.D.	07/01/2026-06/30/2028	Family Medicine	Affiliate Membership and Privileges	UMC-East Charleston Quick Care
13	Gish	Steven	PAC	07/01/2026-06/30/2028	PAC - Medical	APP Dependent Privileges	UMC-Blue Diamond Quick Care
14	Gyang	Andrew	M.D.	07/01/2026-06/30/2028	Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
15	Haduong	Quan	M.D.	07/01/2026-06/30/2028	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia

16	Ho	Liawaty	M.D.	07/01/2026-06/30/2028	Internal Medicine, Medical Oncology, Hematology	Affiliate Membership and Privileges	Comprehensive Cancer Centers of Nevada
17	Ichinoe	Denice	D.O.	07/01/2026-06/30/2028	Family Medicine, Sports Medicine	**Refer and Follow**	UNLV Health
18	Izuora	Kenneth	M.D.	07/01/2026-06/30/2028	Endocrinology, Diabetes & Metabolism	Active Membership and Privileges	UNLV Medicine
19	Jaojoco	Marianne	PAC	07/01/2026-06/30/2028	PAC - Medical	APP Dependent Privileges	UMC-Centennial Quick Care
20	Lall	Alex	M.D.	07/01/2026-06/30/2028	Vascular Surgery	Affiliate Membership and Privileges	LV Surgery Associates
21	Massey	Bentley	M.D.	07/01/2026-06/30/2028	General Surgery	Affiliate Membership and Privileges	UNLV Health
22	Micev	Alan	M.D.	07/01/2026-06/30/2028	Orthopedic Surgery/Hand Surgery	Affiliate Membership and Privileges	Hand Center of Nevada
23	Mirfendereski	Seyedqumars	M.D.	07/01/2026-06/30/2028	Medicine/Nephrology	Active Membership and Privileges to **Affiliate Membership and Privileges**	Kidney Specialists of Southern Nevada
24	Mohamed	Ahmed	M.D.	07/01/2026-06/30/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care
25	Moore	Devon	M.D.	07/01/2026-06/30/2028	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	UMC Emergency Medicine
26	Moxley	Jeff	DDS	07/01/2026-06/30/2028	Surgery/Oral/Maxillofacial Surgery	Active Membership and Privileges to **Affiliate Membership and Privileges**	Jeff E. Moxley, DDS
27	Obi	Chrystal	M.D.	07/01/2026-06/30/2027	Radiology	Affiliate Membership and Privileges	UMC Radiology

28	Okafor	Chidi	M.D.	07/01/2026-06/30/2028	Medicine/Nephrology	Active Membership and Privileges to **Affiliate Membership and Privileges**	Kidney Specialists of Southern Nevada
29	Portillo	Josue	D.O.	07/01/2026-06/30/2028	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	UNLV Health
30	Pulido	Odessa	D.O.	07/01/2026-06/30/2028	Surgery/General Surgery	Affiliate Membership and Privileges	UNLV Health
31	Roberson	Glen	D.M.D.	07/01/2026-06/30/2028	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Roseman University of Health Sciences
32	Saint-Victor	Marvell	M.D.	07/01/2026-06/30/2028	Radiology	Affiliate Membership and Privileges	UMC Radiology
33	Shah	Rita	M.D.	07/01/2026-06/30/2028	Pediatrics	Active Membership and Privileges	UMC-Wellness Center
34	Shaw	Lawrence	M.D.	07/01/2026-06/30/2028	Obstetrics and Gynecology	Active Membership and Privileges to **Affiliate Membership and Privileges**	UNLV Obstetrics and Gynecology
35	Stewart	David	M.D.	07/01/2026-06/30/2027	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	Cure 4 the Kids Foundation
36	Thomas	Blair	D.M.D.	07/01/2026-06/30/2028	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	UNLV School of Dental Medicine - Clinical Sciences
37	Thomatis	Sara	D.O.	07/01/2026-06/30/2028	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern NV
38	Vishnepolsky	Mark	M.D.	07/01/2026-06/30/2028	Medicine/Nephrology	Active Membership and Privileges to **Affiliate**	Kidney Specialists of Southern Nevada

						Membership and Privileges	
39	Viswanathan	Sahityan	M.D.	07/01/2026-06/30/2027	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC
40	Yee	Sydney	M.D.	07/01/2026-06/30/2028	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Vishnepolsky	Mark	M.D.	07/01/2026-06/30/2028	Medicine/Nephrology	**Withdraw Privilege**: Telemedicine

D. MODIFICATION OF PRIVILEGES

1	Alkadri	Mohi	M.D.	Medicine/Cardiology	**Withdrawal Privileges 4 =** Internal Medicine Core (not boarded) - Interventional Cardiology Core (not boarded) - Left Ventricular Assist Device (LVAD)/Impella (you do not meet criteria, must be boarded in Interventional Cardiology), PTA
2	Bacani	Anne Raquel	APRN	Ambulatory Care	**Withdrawal Privilege -** Telemedicine
3	Carapucci	Joan	PAC	Psychiatry	**New Privilege** - Screen, diagnose, and manage patients for addiction, intoxication, and withdrawal. **Withdrawal privilege** = Telemedicine.
4	Carley	AnnaMarie	M.D.	Anatomic Path & Clinical Path	**Withdrawal Privilege -** Bone Marrow Aspiration/Biopsies
5	David	Johanna	APRN	APN - Medical	**Withdrawal Privileges 3 =** Chest Tube Insertion - Thoracentesis - Peripheral arterial catheter
6	Flores	Randy	D.O.	Anesthesiology	Modification of Privilege: **New Department**: Trauma Anesthesiology
7	George	Veneta	M.D.	Anesthesiology	Modification of Privilege: **New Department**: Trauma Anesthesiology
8	Ho	Liawaty	M.D.	Internal Medicine, Medical Oncology, Hematology	**Withdrawal Privilege -** Internal Medicine

9	Izuora	Kenneth	M.D.	Endocrinology, Diabetes & Metabolism	**New Privilege -** Endocrinology**. Withdrawal Privilege -** Internal Medicine.
10	Jaojoco	Marianne	PAC	PAC - Medical	**Withdrawal Privileges 4 =** Perform Venipuncture - Apply and remove Orthopedic splints, casts, and traction. - Telemedicine - Urethral catheterization
11	Kuhls	Deborah	M.D.	Surgery/General Surgery/Trauma Critical Care/Trauma Surgery	Modification of Privilege - Department: General Surgery - **Withdraw Privilege** = Burn
12	Lall	Alex	M.D.	Vascular Surgery	**New Privileges 4 -** Peripheral Vascular Interventional - Peripheral Endovascular Stent Placement and Peripheral Angioplasty - Endovascular Prosthesis for repair of aortic aneurysm. **Withdrawal Privilege** = - Laser privileges Co2 and YAG - Moderate Sedation
13	Massey	Bentley	M.D.	General Surgery	**New Privileges -** Laparoscopy, Moderate Sedation (Trauma DOP) **Withdrawal Privileges -** Telemedicine, Female Genital, Nervous System

E. EXTENSION OF INITIAL FPPE (DEPT/PRIVILEGE)

1	Kokmeyer	Daniel	M.D.	Orthopaedic Surgery/Hand Surgery	Extend Modification of Privilege - **New Privilege**: Arthroscopic Surgery thru November 2026 due to not being able to provide cases.
2	Kuhls	Deborah	M.D.	Surgery/General Surgery/Trauma Critical Care/Trauma Surgery	Extend Modification of Privilege - **New Privileges**: Amputations (T. Critical Care DOP) // Management of Intracranial Pressure Monitoring (Trauma Surgery DOP) // Laparoscopy thru November 2026 due to not being able to provide cases.
3	Lam	Helena	M.D.	Surgery/Ophthalmology	Extend Initial FPPE Privileges thru November 2026 due to not being able to provide cases.
4	Lu	Tracy	M.D.	Surgery/Ophthalmology	Extend Initial FPPE Privileges thru November 2026 due to not being able to provide cases.

5	Nagy	Aurangzeb	M.D.	Neurosurgery	Extend Modification of Privilege - New Privilege: Core (Neurosurgery DOP) thru November 2026 due to not being able to provide cases.
6	Pennington	Donald	D.O.	Orthopaedic Surgery	Extend Initial FPPE Privileges thru November 2026 due to not being able to provide cases.
7	Ridder	David	M.D.	Trauma/Surgery Critical Care/General Surgery	Extend Modification of Privilege - New Privilege: Ultrasonography//Independent Lung Ventilation **(Trauma Critical Care DOP) thru November 2026** due to not being able to provide cases.

F. STATUS CHANGE: INITIAL FPPE

1	Aget-Torres	Javier	APRN	Medicine/Psychiatry	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Independent Membership and Privileges - Completion of FPPE
2	Alabanza	Edward	APRN	Medicine/Psychiatry	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Membership and Privileges - Completion of FPPE
3	Bahr	Brigham	D.O.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
4	Christian	Ana	M.D.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
5	Flynn	Elissa	PAC	General Surgery	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE
6	Fritts	Nathan	PAC	Emergency Medicine	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges (Rotator)
7	Harris	Megan	PAC	Medicine / Infectious Disease	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE
8	Hoying	Sara	PAC	Radiology	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges - Completion of FPPE

9	Iancu	Mihai	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE (Rotator)
10	Ibrahim	Amira	M.D.	Medicine/Endocrinology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
11	Kang	James	M.D.	Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE (Rotator)
12	Mattison	Braden	M.D.	Orthopaedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
13	Mays	Warren	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
14	Parikh	Aniruddah	M.D.	Surgery/Otolaryngology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
15	Sancillo	Rafael	M.D.	Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE (Rotator)
16	Smathers	Joseph	D.O.	Orthopaedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE (Rotator)
17	Snook	Brandon	M.D.	Surgery/Trauma Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
18	Stanger	Gregory Thomas	M.D.	Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE

G. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGE

1	Karanth	Nikhil	M.D.	Medicine/Gastroenterology	Completion of FPPE - New Privilege: Endoscopic Retrograde Cholangiopancreatography (ERCP)
2	Ramesh	Divya	APRN	Trauma/General Surgery	Completion of FPPE - New Privilege: Central line placement with or without ultrasound // Chest thoracotomy tube placement, maintenance and removal (under Trauma/General Surgery DOP
3	Rhodes	Charles	M.D.	Medicine/Cardiology	Completion of FPPE - New Privilege: Refer and Follow
4	Ridder	David	M.D.	Trauma/Surgery Critical Care/General Surgery	Completion of FPPE - New Privilege: Moderate Sedation
5	San Jose	Joselito Paulo	APRN	Ambulatory Care/Primary Care	Completion of FPPE - New Privilege: Initiate treatment plan, order diagnostic tests, laboratory and radiology studies, prescribe medication, therapies and treatments privilege
6	Shamloo	Behrooz	M.D.	Medicine/Hematology/Oncology	Completion of FPPE - New Privilege: Hematology
7	Shindruk	Averyl	M.D.	Emergency Medicine/Adult Emergency Medicine	Completion of FPPE - New Department: Trauma Emergency Department

H. STATUS CHANGE

1	Ayubi	Farhan	D.O.	Surgery/Cardiovascular/Thoracic Surgery	Change in Staff Status - Affiliate with Membership and Privilege to Active with Membership and Privilege

I. LEAVE OF ABSENCE - RETURN

1	Erickson	Davis	M.D.	Anesthesiology/Trauma/Anesthesia	Office of Military Medicine	**Return from LOA - Affiliate on Leave of Absence to Affiliate with Membership and Privileges**

J. RESIGNATION

1	Dampog	Richelle	APRN	Ambulatory Care / Primary Care	UMC Primary Care	Voluntary Resignation
2	Eldred	Jared	M.D.	Emergency Medicine	UMC Emergency Medicine	Voluntary Resignation

3	Iman	Drew	D.O	Orthopaedic Surgery	UMC Orthopedic & Spine Ins	Voluntary Resignation
4	Keilbarth	Mark	D.O.	Family Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
5	Miller	Matthew	M.D.	General Surgery		Remove From Staff - Failure to complete Initial FPPE
6	Nguyen	Cuong	M.D.	Medicine/Cardiology	Intermountain Healthcare	Voluntary Resignation
7	Rodriguez	Juan	APRN	Medicine/Infectious Disease		Remove From Staff - Failure to complete Initial FPPE
8	Sina	Maryam	DDS	Pediatric Dentistry		Remove From Staff - Failure to complete Initial FPPE
9	Thirumalai	Shanti	M.D.	Medicine/Tele neurology	Pediatrix	Voluntary Resignation
10	Tsui	Kevin	D.O	Medicine/Pulmonary Medicine/Respiratory Care	Pulmonary Associate	Voluntary Resignation
11	Vargas	Simone	APRN	Ambulatory Care/Quick Care	UMC Centennial Quick Care	Voluntary Resignation
12	Walker	Tanya	APRN	Ambulatory Care / Primary Care	UMC-Southern Highlands	Voluntary Resignation

K. ADJOURNMENT

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

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

Effective FROM: _____ TO: _____

CORE PRIVILEGES IN OB/GYN

Qualifications for Maternal-Fetal Medicine:

Eligibility Criteria: To be eligible to request **CORE** clinical privileges in Maternal-Fetal Medicine, 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, followed by an ABOG or AOA-approved fellowship in Maternal-Fetal Medicine
AND
Current Maternal-Fetal board certification or active participation in the examination process leading to subspecialty certification within eight (8) years of your Maternal-Fetal Medicine fellowship by the American Board of Obstetrics and Gynecology or a Certificate of Special Qualifications by the American Osteopathic Board of Obstetrics and Gynecology.
AND

Experience: Applicants for initial appointment must be able to demonstrate provision of care, reflective of the scope of privileges requested, for at least twenty-five (25) inpatient cases in the past 24 months from a CMS approved accrediting organization, or demonstrate successful completion of an ABOG or AOA-accredited clinical fellowship within the past 12 months.

Reappointment: To qualify for the renewal of Maternal-Fetal privileges, applicants must demonstrate current competence reflective of the scope of privileges requested, and have experience treating at least twenty-five (25) inpatients over the past 24 months, with acceptable outcomes. Ongoing evaluation results should support the ability to perform the requested privileges
AND
Maintain current Maternal-Fetal board certification by the American Board of Obstetrics and Gynecology.

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

~~**MATERNAL-FETAL MEDICINE SPECIAL PRIVILEGES**~~
~~**Special privileges in the Department of OB/GYN are defined as high-risk, problem-prone, or new technology that is not routinely part of Obstetrics/Gynecology practice.**~~

~~**ELIGIBILITY CRITERIA:**~~
~~To obtain and/or maintain privileges in Maternal-Fetal Medicine, the staff member must meet the following criteria at initial and reappointment:~~

- ~~Must hold Obstetrics Core~~
- ~~Completion of an ABOG or AOA-approved fellowship in Maternal-Fetal Medicine~~
- ~~Current Maternal-Fetal board certification or active participation in the examination process leading to subspecialty certification within eight (8) years of your Maternal-Fetal Medicine fellowship by the American Board of Obstetrics and Gynecology or a Certificate of Special Qualifications by the American Osteopathic Board of Obstetrics and Gynecology.~~

~~A combination of **25 Maternal-Fetal Medicine procedures and consultations** from a CMS approved accrediting organization performed within the past 24 months.~~

~~Core privileges in this specialty include, but are not limited to, the following procedures and other procedures that are extensions of the same techniques and skills:~~

~~**Special Procedure PRIVILEGES**~~ **MATERNAL-FETAL MEDICINE CORE PRIVILEGES**	**SPECIAL REQUIREMENTS:**	**R=REQUESTED**	**A=APPROVED**	
Performance of history and physical exam				

Ultrasound examination, including first-, second- and third trimester targeted anatomic fetal evaluation and cardiac evaluation, such as color Doppler, Doppler velocimetry (fetal umbilical artery, fetal middle cerebral artery, and maternal uterine artery), and placental evaluation, and 3D and 4D ultrasound				
Amnioreduction				
Breech Delivery (spontaneous, assisted, application of forceps)				
Cephalocentesis				
Cesarean delivery	Initial and Reappointment– at least five (5) C-section cases within the past 24 months.			
Cesarean hysterectomy				
Chorionic villus sampling				
External cephalic version of abnormal lie				
Fetal assessment: non-stress test, contraction stress test, biophysical profile, vibroacoustic stimulation test, and Doppler velocimetry (antepartum) and fetal heart rate monitoring and scalp stimulation (intrapartum)				
Genetic amniocentesis				
Immediate care of newborn				
Induction of labor				
Internal podalic version				
Intrauterine fetal therapy (thoracentesis, paracentesis, administration of medications, placement of thoracic shunt, and placement of urinary catheter)				
In utero fetal transfusion				
Intraoperative support to obstetrician as requested, including operative first assist				
Manual removal of placenta				
Medical and surgical control of hemorrhage				
Operative vaginal deliveries				
Percutaneous umbilical blood sampling				
Sterilization procedures				
Transvaginal cervical cerclage				

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Second Amendment to the Hospital Services Agreement with Health Direct Partners**	**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 Second Amendment to the Hospital Services Agreement with Health Direct Partners; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 5/1/2023 through 3/31/2027
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On August 30, 2023, the Governing Board approved a Hospital Services Agreement ("Agreement") with Health Direct Partners ("HDP"), which provides HDP members with healthcare access to UMC's hospital and its urgent care facilities. The term of the Agreement is from May 1, 2023, through April 30, 2026. On January 22, 2025, Exhibit C of the Agreement was amended, and compensation rates for Medicaid Members were incorporated.

This request amends the Agreement to extend the Term, increase reimbursement rates, and update the payment schedule in Exhibit B, which incorporates compensation for multi-specialty services and urgent care.

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

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

This Second Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2026, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2026

Agenda Item #
5

SECOND AMENDMENT TO THE HOSPITAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Hospital Services Agreement ("Agreement") is entered into as of the 26th day of March, 2026 by and between Health Direct Partners, a Nevada limited liability company ("HDP" or "Health Direct Partners"), and University Medical Center of Southern Nevada, a licensed Clark County-owned and operated acute care hospital ("Hospital"). Health Direct Partners and Hospital are together referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into the Hospital Services Agreement on September 1, 2023, whereby Hospital provides certain covered services to members of Health Direct Partners;

WHEREAS, the Parties desire to amend the Agreement to revise Exhibit B, Exhibit B-1, and Exhibit B-2 to reflect updated reimbursement terms agreed to by the Parties;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Agreement, the Parties hereby agree to the following:

I. Exhibit B to the Agreement is hereby amended as set forth in the revised Exhibit B attached to this Second Amendment.

II. Exhibit B-1 to the Agreement is hereby amended as set forth in the revised Exhibit B-1 attached to this Second Amendment.

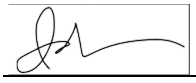
III. Exhibit B-2 to the Agreement is hereby amended as set forth in the revised Exhibit B-2 attached to this Second Amendment.

IV. To extend the duration of the Term of the Agreement from April 30, 2026, through March 31, 2027.

Except as modified by this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the dates written below.

Health Direct Partners

By: 

Name: Jack London

Title: President and Founder

Date: 04/30/26

Hospital:
University Medical Center of Southern Nevada

By: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

Exhibit B

Payment Schedule

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

EXHIBIT B-1

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

Exhibit B-2

MULTI-SPECIALTY
SERVICE AND RATES

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	S2 Concierge Holdings	
(Include d.b.a., if applicable)	PatientPAL.org LLC / Health Direct Partners	
Street Address:	5517 N Farmer Branch Rd. #154	**Website:** PatientPAL.org
City, State and Zip Code:	Ozark, MO 65721	**POC Name:** Jack London **Email:** Jack@patientpal.org
Telephone No:	702-232-5432	**Fax No:** 417-348-0779
Nevada Local Street Address: **(If different from above)**	N/A	**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:** N/A

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jack London	CEO	100%

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

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

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

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

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

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



Signature | Jack London (Print Name)

CEO (Title) | 05/04/2026 (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	N/A	N/A	N/A

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Eleven to the Primary Care Physician Participation Agreement with Optum Health Networks, 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 Amendment Eleven to the Primary Care Physician Participation Agreement with Optum Health Networks, Inc. ; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: January 1, 2026 – December 31, 2026
Amount: Revenue based on volume
Out Clause: 90 business days w/o cause

BACKGROUND:

On April 26, 2018, UMC entered into a Primary Care Physician Participation Agreement ("Agreement") with LifePrint Health, Inc. d/b/a OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its associated Urgent Care facilities. Amendment One, effective April 1, 2020, extended the term for three (3) years through March 31, 2023, and updated the reimbursement schedules. Amendments Two and Three, effective January 1, 2020, updated the reimbursement schedules. Amendment Four, effective January 1, 2022, updated the reimbursement schedules. Amendment Five, effective April 1, 2023, extended the term for two (2) years through March 31, 2025, and updated the business name to Optum Health Networks, Inc. Amendment Six, effective January 1, 2023, added the Provider Group Performance Incentive Program, which included quality performance measures and revised Exhibit C Compensation Schedule. Amendment Seven, effective April 1, 2025, extended the current expiration date ninety days through June 30, 2025. Amendment Eight, effective July 30, 2025, extended the expiration date to July 31, 2025, while the parties negotiated new terms. Amendment Nine, effective August 1, 2025, increased the reimbursement rates and extended the expiration date to July 31, 2027. Amendment Ten, effective September 24, 2025, updated and replaced the Group Quality Incentive Program.

This request is to approve Amendment Eleven to the Agreement, which will update and replace the Medicare Advantage Quality Incentive Program Policy and rates.

Cleared for Agenda
May 27, 2026

Agenda Item #
6

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

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

This Amendment Eleven was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2026, meeting and recommended for approval by the Governing Board.

Amendment Eleven to the Primary Care Physicians Participation Agreement

This Amendment Eleven ("Amendment Eleven") is to the **Primary Care Physicians Participation Agreement**, effective as of **April 1, 2018** (the "Agreement"), between **Optum Health Networks, Inc. fka Lifeprint Health, Inc.**(collectively "Optum") and **University Medical Center of Southern Nevada** ("Provider").

This Amendment Eleven is effective on **January 1, 2026** (the "Amendment Eleven

Effective Date"). The parties agree to modify the Agreement as follows:

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

1. Exhibit H – Quality Incentive Program is deleted in its entirety and replaced with the attached Exhibit H – Quality Incentive Program.

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

Optum Health Networks, Inc. fka Lifeprint Health, Inc. on behalf of itself, and its other affiliates, as signed by its authorized representative	**University Medical Center of Southern Nevada**, as signed by its authorized representative
Signature: _____	**Signature:** _____
Print Name: _____	**Print Name and Title:** **Mason Van Howeling, CEO**
Title: _____	**Date:** _____
Date: _____	**TIN:** **886000436**

Exhibit H
Medicare Advantage Quality Incentive Program Policy
Effective: 1/1/2026 – 12/31/2026

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 2,154

Corporate/Business Entity Name:	Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)	
(Include d.b.a., if applicable)	OptumCare	
Street Address:	2716 N. Tenaya Way	**Website:** www.optum.com
City, State and Zip Code:	Las Vegas, NV 89128	**POC Name:** Simone Cook, VP, Network and Contracting **Email:** simone.cook1@optum.com
Telephone No:	(702) 242-7713	**Fax No:** (855)-275-4390
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)
Collaborative Care Holdings, LLC		100%
OptumHealth Holdings, LLC		100%
Optum, Inc.		100%
United Healthcare Services, Inc.		100%
UnitedHealth Group Incorporated		Publicly Traded

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.

JC Rhodes

Signature

John C. Rhodes, MD

Print Name

President & CEO

Title

April 23, 2025

Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Customer Orders for Pyxis Products with CareFusion 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 Customer Orders for Pyxis Products for the Med Station Enterprise System with CareFusion Solutions, LLC; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000717100
Funded Pgm/Grant: N/A
Description: Pyxis Med Station Rental and Support
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 60 months
Amount: Refrigerator $15,900
Pyxis Medstations $6,487,140
Certification $20,000
$6,523,040 total (less potential credit of $458,000)
Out Clause: 30 days for cause; Budget Act and Fiscal Fund Out

BACKGROUND:

On August 20, 2013, the Board approved new Master, Equipment Rental, and Support Agreements with Carefusion Solutions, LLC, to upgrade the Pharmacy Department's Med Station System. The system improves medication safety by increasing the security of high-alert medications and reduce medication errors. An Amendment to the Master Agreement in 2021 upgraded equipment rental and software and extended support through June 30, 2026.

This request is to approve new Customer Orders to extend the rental and support term for an additional 60 months. The rental and support expenses increase to $108,119 per month for Pyxis Medstations and $264.00 per month for a Pyxis refrigerator. UMC will receive a credit of $458,000 upon installation and confirmation of the equipment. The pricing is pursuant to UMC's contract with Healthtrust Purchasing Group ("HPG"). HPG is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530, attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Pharmacy has reviewed and recommends approval of the Customer Orders and related credit and training attachments.

This Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
May 27, 2026

Agenda Item #
7

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its May 20, 2026, meeting and recommended for approval by the Governing Board.

Customer Order

Customer Order Date: 02/23/2026

Customer Order : 1000290624

Customer Information

	Sold To:	***Ship To:***	***Bill To***
Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		Same as (Circle) Sold To: Ship To:
DBA:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	
Street Address:	1800 W CHARLESTON BLVD	1800 W CHARLESTON BLVD	
City,St.,Zip:	LAS VEGAS, NV 89102-2329	LAS VEGAS, NV 89102-2329	
Customer No.	1703100	1703100	

1. **Customer Orders**. Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee (s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations**. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?**(Please Circle)**

Yes	**No**	
		Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.

When complete, additional copies will be sent to the following address:

Name:

Street Address:

City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Sign:

Print:

Title: Date:

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign:

Print:

Title: Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Brooke Clark
Email: brooke.clark@bd.com

Customer Order
Product Schedule
Customer Order : 1000290624

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Product Discounts:
GPO: 5 %
Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee			
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**	
2134404	PyxisES Ref 13CF, LHG-6Deep,3StdBins	[redacted]	[redacted]	NICU-7	137559-01		PyxisES Ref 13CF, LHG-6Deep,3StdBins		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
		[redacted]	[redacted]										[redacted]			[redacted]	

Total Monthly Rental & Support Fee: $264.00

All fees mentioned are in USD

Customer Initials: _____

BD

Customer Order

Customer Order Date: 02/23/2026

Customer Order : 1000290622

Customer Information

	Sold To:	***Ship To:***	***Bill To***
Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		Same as (Circle) Sold To: Ship To:
DBA:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	
Street Address:	1800 W CHARLESTON BLVD	1800 W CHARLESTON BLVD	
City,St.,Zip:	LAS VEGAS, NV 89102-2329	LAS VEGAS, NV 89102-2329	
Customer No.	1703100	1703100	

1. **Customer Orders**. Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee (s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations**. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?**(Please Circle)**

Yes	**No**	
		Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
When complete, additional copies will be sent to the following address:

Name:
Street Address:
City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Sign:
Print:
Title: Date:

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign:
Print:
Title: Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Brooke Clark
Email: brooke.clark@bd.com

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Product Discounts:
GPO: 44 %
Non-Std Disc %: 15 %
Support Discounts:
GPO: 20 %
Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
44329352	PYXIS ES LINK LICENSES	[redacted]	[redacted]		801		PYXIS ES LINK LICENSES		SWR	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
43761022	CCE Enterprise SW Site license (single)	[redacted]	[redacted]		134561-01		CCE Enterprise SW Site license (single)		SWR	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007206	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	13M	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962141	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	13M	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093467	MED,SRM, ROUNDOFFSET,12FT,LT	[redacted]	[redacted]	13M	345		MED,SRM, ROUNDOFFSET,12FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007202	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	14N	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962143	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	14N	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962142	MEDSTATION,ES,MAIN,6DR	$[redacted]	[redacted]	14N	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093474	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	14N	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007209	MEDSTATION,ES,AUX, TOWER,SC	$[redacted]	[redacted]	14S	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962145	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	14S	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962144	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	14S	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093466	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	14S	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007201	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	15N	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962147	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	15N	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962146	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	15N	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093473	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	15N	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093451	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	15S	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007208	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	15S	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
15962150	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	15S	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962149	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	15S	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007245	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	2SO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980656	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	2SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980655	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	2SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093447	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	2SO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980658	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	2WE	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980657	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	2WE	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14110888	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	2WE	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093462	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	2WE	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994089	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	3SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093478	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	3SO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992878	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	3SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007212	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	3SO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007207	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	3WE	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994090	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	3WE	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992880	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	3WE	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093459	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	3WE	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992871	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	4NO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093434	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	4NO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
14007236	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	4NO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994074	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	4NO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992872	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	4NO2	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994087	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	4NO2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007225	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	4NO2	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992873	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	4SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093450	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	4SO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007239	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	4SO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994075	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	4SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994073	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	4SO2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007221	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	4SO2	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992869	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	4SO2	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093443	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	5NO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007238	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	5NO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994077	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	5NO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992874	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	5NO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994076	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	5NO2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992879	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	5NO2	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14076572	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	5NO2	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994079	MEDSTATION,ES,MAIN,6DR	$[redacted]	[redacted]	5SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
15992876	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	5SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007237	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	5SO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994078	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	5SO2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093465	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	5SO2	345		MED,SRM, ROUNDOFFSET,12FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992870	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	5SO2	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14110887	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	5SO2	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16049304	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	6NO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007210	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	6NO	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093468	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	6NO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
17124327	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-CATH2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16044266	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-CATH3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16044267	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-CATHEP1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16044268	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-ENDO1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16044269	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-ENDO3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045577	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-ENDO4	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045578	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-LD1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045579	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-LD2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16015076	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16015074	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR10	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
16015075	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR11	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16015077	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR12	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16015078	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR14	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016501	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR17	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016502	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR18	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016503	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR19	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016504	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016505	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016506	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR4	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016507	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR5	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016508	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR6	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016509	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR7	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016510	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR8	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16016511	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-OR9	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045580	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-ORH15	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045581	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-ORH16	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045582	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-RAD1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045583	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-TOR1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16045584	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-TOR2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
16044270	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-TOR3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16044271	PYXIS ANESTHESIA SYSTEM ES	[redacted]	[redacted]	A-TRAD	327		PYXIS ANESTHESIA SYSTEM ES	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962153	MEDSTATION,ES,MAIN,5DR, BIN	[redacted]	[redacted]	ASU	323	Rx	MEDSTATION,ES,MAIN,5DR, BIN	2	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093442	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	ASU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007204	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	ASU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093444	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	BCN	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007215	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	BCN	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962154	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	BCN	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007223	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	BCOP	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962152	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	BCOP	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007220	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	BCS	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962157	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	BCS	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093461	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	BCS	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962156	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	BCS	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962165	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	CATH	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093471	MED,RM, ROUNDOFFSET,25FT	[redacted]	[redacted]	CATH	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962158	MEDSTATION,ES,MAIN,5DR, BIN	[redacted]	[redacted]	CATHLAB2	323		MEDSTATION,ES,MAIN,5DR, BIN	3	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093476	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	CCU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994080	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	CCU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15992875	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	CCU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
14007228	MEDSTATION,ES,AUX, TOWER,SC	$ 87.00	$ 44.00	CCU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	$ 234.00	$ 111.00	$ 111.00	$ 77.00	$ 62.00	$ 62.00
14007211	MEDSTATION,ES,AUX, TOWER,SC	$ 87.00	$ 44.00	CDU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	$ 234.00	$ 111.00	$ 111.00	$ 77.00	$ 62.00	$ 62.00
15980660	MEDSTATION,ES,MAIN,6DR	$ 497.00	$ 129.00	CDU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00
8000093470	MED,SRM, ROUNDOFFSET,25FT,LT	$ 38.00	$ 20.00	CDU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	$ 106.00	$ 50.00	$ 50.00	$ 35.00	$ 28.00	$ 28.00
16079914	CII Safe ES,MAIN,DBL,0 CUBIE BAY	$ 1,994.00	$ 132.00	CII SAFE RX	1116-00		CII Safe ES,MAIN,DBL,0 CUBIE BAY		REN	1	$ 2,335.00	$ 1,109.00	$ 1,109.00	$ 174.00	$ 139.00	$ 139.00
13077455	MED,RM,FLATOFFSET,25FT	$ 31.00	$ 20.00	CII SAFE RX	345		MED,RM,FLATOFFSET,25FT		UPU	1	$ 83.00	$ 39.00	$ 39.00	$ 35.00	$ 28.00	$ 28.00
14006103	CIISAFE, DBL AUX, CLEAR DOORS	$ 129.00	$ 42.00	CII SAFE RX	1117-00		CII Safe ES,AUX,DBL,0 CUBIE BAY		UPU	1	$ 457.00	$ 217.00	$ 217.00	$ 63.00	$ 50.00	$ 50.00
14006110	CIISAFE, DBL AUX, CLEAR DOORS	$ 129.00	$ 42.00	CII SAFE RX	1117-00		CII Safe ES,AUX,DBL,0 CUBIE BAY		UPU	1	$ 457.00	$ 217.00	$ 217.00	$ 63.00	$ 50.00	$ 50.00
15992877	MEDSTATION,ES,AUX,7-DRAWER	$ 375.00	$ 55.00	CVCU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	$ 958.00	$ 455.00	$ 455.00	$ 97.00	$ 78.00	$ 78.00
15994082	MEDSTATION,ES,MAIN,6DR	$ 497.00	$ 129.00	CVCU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00
14006112	MEDSTATION,ES,AUX, TOWER,DC	$ 125.00	$ 44.00	CVCU	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	$ 336.00	$ 160.00	$ 160.00	$ 77.00	$ 62.00	$ 62.00
8000093479	MED,SRM, ROUNDOFFSET,25FT,LT	$ 38.00	$ 20.00	CVCU;SN NOT LEGIBLE,	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	$ 106.00	$ 50.00	$ 50.00	$ 35.00	$ 28.00	$ 28.00
8000093435	MED,SRM, ROUNDOFFSET,25FT,LT	$ 38.00	$ 20.00	EDCRIT	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	$ 106.00	$ 50.00	$ 50.00	$ 35.00	$ 28.00	$ 28.00
15980661	MEDSTATION,ES,MAIN,6DR	$ 497.00	$ 129.00	EDCRIT	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00
14006104	MEDSTATION,ES,AUX, TOWER,DC	$ 125.00	$ 44.00	EDCRIT	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	$ 336.00	$ 160.00	$ 160.00	$ 77.00	$ 62.00	$ 62.00
15980659	MEDSTATION,ES,MAIN,6DR	$ 497.00	$ 129.00	EDEFLEX	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00
15980651	MEDSTATION,ES,MAIN,6DR	$ 400.00	$ 125.00	EDEMS	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00
15980662	MEDSTATION,ES,MAIN,6DR	$ 497.00	$ 129.00	EDMED	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00
15980663	MEDSTATION,ES,AUX,7-DRAWER	$ 375.00	$ 55.00	EDMED	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	$ 958.00	$ 455.00	$ 455.00	$ 97.00	$ 78.00	$ 78.00
14007218	MEDSTATION,ES,AUX, TOWER,SC	$ 87.00	$ 44.00	EDMED	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	$ 234.00	$ 111.00	$ 111.00	$ 77.00	$ 62.00	$ 62.00
15980664	MEDSTATION,ES,MAIN,6DR	$ 400.00	$ 125.00	EDMSC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	$ 1,301.00	$ 618.00	$ 618.00	$ 226.00	$ 181.00	$ 181.00

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
15980678	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	EDRMA	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093449	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	EDRMA	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980665	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	EDWFLEX	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093484	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	EDWFLEX	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12795721	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	HEART	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16005446	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	HEART	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004868	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	HEART	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
40421798	Localized User/Form Mgmt Lic 61+Mains	[redacted]	[redacted]	IT DEPARTMENT			RETURN TO CAREFUSION		CNL							
40434349	ES VM PRODUCTION SERVER W/SQL LIC	[redacted]	[redacted]	IT DEPARTMENT	1115-00		PYXIS ES IT INFRASTRUCTURE		SWU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
43586849	Viewer Dispensing Subscription	[redacted]	[redacted]	IT/ PHARMACY	137409-01		Viewer Dispensing Subscription		SWR	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
42893589	Hosted Data services OPT IN	[redacted]	[redacted]	KNOWLEDGE PORTAL	136607-01		Hosted Data Services OPT IN		SWR	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994084	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	LD	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16218024	REMOTE MANAGER MED	[redacted]	[redacted]	LD	345		MED,RM,SLIMLINE,12FT		UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007241	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	LD	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093463	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	LD	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007216	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	MICU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962163	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	MICU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962162	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	MICU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093456	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	MICU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007217	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	MICU2	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
8000093460	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	MICU2	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962161	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	MICU2	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962160	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	MICU2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962164	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	MRI	323	Rx	MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093477	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	NICU6	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994085	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	NICU6	323	Rx	MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994086	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	NICU7	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12480796	MED,SRM, FLATOFFSET,25FT,LT	[redacted]	[redacted]	NSCU	345		MED,SRM,FLATOFFSET,25FT, LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962166	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	NSCU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007219	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	NSCU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962140	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	NSCU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16550217	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	NUCMED	323	Rx	MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994088	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	OBPACU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12486021	OBS RM MANAGER SRM FLAT DOOR 25FT CABLE	[redacted]	[redacted]	OPCRISIS	345		MED,SRM,FLATOFFSET,25FT, LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16034070	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	OPCRISIS	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994081	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	OPINFUSION	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093481	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	OPINFUSION	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16550211	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	OPORTHO1	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16550213	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	OPORTHO2	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004854	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	ORBACK	323		MEDSTATION,ES,MAIN,6DR	3	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16218021	REMOTE MANAGER MED	[redacted]	[redacted]	ORBACK	345		MED,RM,SLIMLINE,12FT		UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14006107	MEDSTATION,ES,AUX, TOWER,DC	[redacted]	[redacted]	ORBACK	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
8000093483	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	ORBACK	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12486022	MED,SRM, FLATOFFSET,25FT,LT	[redacted]	[redacted]	ORFRONT	345		MED,SRM,FLATOFFSET,25FT, LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004855	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	ORFRONT	323		MEDSTATION,ES,MAIN,6DR	3	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14006109	MEDSTATION,ES,AUX, TOWER,DC	[redacted]	[redacted]	ORFRONT	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004864	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	ORTHORA NCHO	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093437	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	ORTHORA NCHO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000096792	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	PACU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14006111	MEDSTATION,ES,AUX, TOWER,DC	[redacted]	[redacted]	PACU	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962170	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	PACU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14908661	MED,SRM, ROUNDOFFSET,12FT,LT	[redacted]	[redacted]	PCCENHILL	345		MED,SRM, ROUNDOFFSET,12FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004857	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	PCCENHILL	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093455	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	PCMEDDIS T	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16550215	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	PCMEDDIS T	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004856	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	PCSOUTH	323		MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093480	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	PCWELL	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004867	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	PCWELL	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980668	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	PED	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093457	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	PED	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007229	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	PED	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980675	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	PEDSED	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980670	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	PER	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
8000093432	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	PER	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007224	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	PER	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980667	MEDSTATION,ES,MAIN,5DR, BIN	[redacted]	[redacted]	PERCRASH	323	Rx	MEDSTATION,ES,MAIN,5DR, BIN	2	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980672	MEDSTATION,ES,MAIN,2DR	[redacted]	[redacted]	PERTRIAGE	323	Rx	MEDSTATION,ES,MAIN,2DR	1	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980673	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	PICU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093445	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	PICU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007226	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	PICU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15994083	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	POSTPART	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007240	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	POSTPART	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12486548	MED,SRM, FLATOFFSET,25FT,LT	[redacted]	[redacted]	POSTPART ;SN NOT LEGI	345		MED,SRM,FLATOFFSET,25FT, LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
40421799	PYXIS LINK V1.0 # PER BED	[redacted]	[redacted]	PYXIS LINK			RETURN TO CAREFUSION		CNL							
8000093472	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCALIANTE	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16217256	MEDSTATION ES MAIN	[redacted]	[redacted]	QCALIANTE	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004858	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCBLUED	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093452	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCBLUED	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093431	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCCENHILL	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004859	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCCENHILL	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004862	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCEASTCHAR	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093440	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCEASTCHAR	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004860	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCENTER	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093438	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCENTER	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
16004863	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCPECCO	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093475	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCPECCO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16550220	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCSOUTH HI	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093464	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCSOUTH HI	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093454	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCSPRIN	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004866	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCSPRIN	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004865	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCSUMME	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093469	MED,SRM, ROUNDOFFSET,12FT,LT	[redacted]	[redacted]	QCSUMME	345		MED,SRM, ROUNDOFFSET,12FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093436	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	QCSUNSE	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16004861	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	QCSUNSE	323		MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962151	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	RADCT	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007214	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	SICU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962168	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	SICU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
12481921	MED,SRM, FLATOFFSET,25FT,LT	[redacted]	[redacted]	SICU	345		MED,SRM,FLATOFFSET,25FT, LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962169	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	SICU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16218022	REMOTE MANAGER MED	[redacted]	[redacted]	STORAGE	345		MED,RM,SLIMLINE,12FT		UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
		[redacted]	[redacted]	STORAGE	345		MED,SRM, ROUNDOFFSET,25FT,LT		EXP	2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15962159	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	TCU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007205	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	TCU	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
40434348	ES VM TEST SERVER	[redacted]	[redacted]	TEST			RETURN TO CAREFUSION		CNL							
14006113	MEDSTATION,ES,AUX, TOWER,DC	[redacted]	[redacted]	TICU	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Customer Initials: _____

Customer Order
Product Schedule
Customer Order : 1000290622

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/23/2026

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
8000093446	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	TICU	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980652	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	TICU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980653	MEDSTATION,ES,AUX,7-DRAWER	[redacted]	[redacted]	TICU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16218023	REMOTE MANAGER MED	[redacted]	[redacted]	TROR	345		MED,RM,SLIMLINE,12FT		UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980676	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	TROR	323		MEDSTATION,ES,MAIN,6DR	3	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
8000093439	MED,SRM, ROUNDOFFSET,25FT,LT	[redacted]	[redacted]	TROR	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14006108	MEDSTATION,ES,AUX, TOWER,DC	[redacted]	[redacted]	TROR	343		MEDSTATION,ES,AUX, TOWER,DC		UPU	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980654	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	TRPACU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15980677	MEDSTATION,ES,MAIN,6DR	[redacted]	[redacted]	TRRESUS	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
14007230	MEDSTATION,ES,AUX, TOWER,SC	[redacted]	[redacted]	TRRESUS	343		MEDSTATION,ES,AUX, TOWER,SC		UPU	1	$[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
16026232	MED,SRM,SLIMLINE,12FT,LT	[redacted]	[redacted]	TRRESUS	345		MED,SRM,SLIMLINE,12FT,LT		UPN	1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
		$ 63,931.03	$ 19,733.00										[redacted]			[redacted]

Total Monthly Rental & Support Fee: $108,119.00

All fees mentioned are in USD

Customer Initials: _____

Customer Order Attachment
Credit

This Customer Order Attachment ("Attachment") applies to Customer Order Number 1000290622 (the "Customer Order"). This Attachment does not apply to any other Product under the Master Agreement between the Parties or any other customer order.

1. **Credit.** Within thirty (30) days from the Term Begin Date stated in the Implementation Timeline ("Term Begin Date"), CareFusion will issue a rebate to Customer in the form of a credit ("Credit") in an amount determined in accordance with Section 1.1, below (the "Credit Amount"), in consideration of and provided that Customer meets the conditions identified in Section 1.2, below (the "Credit Conditions").

1.1 **Credit Amount.** The Customer's Target Credit Amount is four hundred fifty-eight thousand dollars ($458,000) (the "Target Credit Amount"). The Credit Amount actually earned by Customer is calculated as the Target Credit Amount multiplied by the ratio of the Contract Value of the Products Accepted by Customer as of the Term Begin Date to the total Contract Value of the Customer Order as of the Term Begin Date (such ratio being the "Percent of Installation Complete"). The Credit Amount shall be zero dollars ($0) if the Percent of Installation Complete is less than seventy percent (70%) as of the Term Begin Date. For purposes of this Section, the "Contract Value" of lease agreements shall mean the net Monthly Rental Fee for each Product multiplied by the total number of months in the Rental Term and, for purchase agreements, shall mean the net purchase price for each Product as stated in the Product Schedule attached hereto. A Product will be considered "Accepted" when Customer has indicated its agreement that the Product was properly installed by executing the Equipment Confirmation Form provided by CareFusion. See the table below for example calculations of a Credit Amount.

Target Credit Amount	Total Contract Value of Customer Order as of Term Begin Date	Contract Value of Products Accepted by Customer as of Term Begin Date	Percent of Installation Complete	Credit Amount Earned
$100,000	$1,000,000	$650,000	65%	$0
$100,000	$1,000,000	$700,000	70%	$70,000
$100,000	$1,000,000	$850,000	85%	$85,000
$100,000	$1,000,000	$1,000,000	100%	$100,000

1.2 **Credit Conditions.** For Customer to earn a Credit per this Attachment, Customer must meet the following conditions:

(a) Customer shall not be subject to a CareFusion credit hold or accounts payable escalation process, or in default or breach under any agreement between the Parties; and

(b) Customer shall have Accepted at least seventy percent (70%) of the Products on or before the Term Begin Date.

1.3 **Use of Credit.** The Credit will be used by Customer within twelve (12) months from the date of issuance and shall be applied toward any obligation for CareFusion products and/or associated services rendered to Customer by CareFusion.

1.4 **Lease Agreements: Credit Repayment Period.** For purposes of this Section 1.4, the Credit Repayment Period for a Customer Order that is a lease agreement ("Lease Agreement") is thirty-six (36) months from the Term Begin Date. If a Lease Agreement is terminated prior to the one (1) year anniversary of the Term Begin Date, then Customer shall repay the Credit Amount to CareFusion in full. If the Lease Agreement terminates between the first agreement anniversary and the third agreement anniversary, then Customer will repay CareFusion an amount equal to the Credit Amount multiplied by a fraction, the numerator of which is the number of full months remaining in the Credit Repayment Period at the time of termination and the denominator of which is the total number of months in the Credit Repayment Period (i.e., Repayment Amount = Remaining Months of Credit Repayment Period/ 36 x Credit Amount). If the Lease Agreement terminates after the end of the Credit Repayment Period, Customer will not be required to repay any portion of the Credit.

1.5 **Proper Reporting of Discounts and Pricing.** The prices under this Customer Order may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under this Customer Order, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Customer Order net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Customer Order and all other documentation regarding this Customer Order, together with the invoices for the products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

Customer Order Attachment
Credit

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Customer Order Attachment.

University Medical Center (UMC) of Southern Nevada

Notice Address:

1800 W Charleston Blvd

Las Vegas, NV 89102

State of Incorporation: Nevada

By:

Print:

Title:

Date:

CAREFUSION SOLUTIONS, LLC

Notice Address:

3750 Torrey View Court

San Diego, CA 92130

State of Incorporation: Delaware

By:

Print:

Title:

Date:

Customer Order Attachment
Pyxis ES Certification Class

This Customer Order Attachment ("Attachment") applies to Customer Order numbered 1000290622 ("Customer Order") between CareFusion Solutions, LLC ("CareFusion") and University Medical Center of Southern Nevada ("Customer") (each a "Party" and, collectively, the "Parties"). Capitalized terms used in this Attachment shall have the same meaning as stated under the Customer Order and the Master Agreement in effect between the Parties (hereafter "Master Agreement"). In the event of any conflict between this Attachment, the Customer Order, and the Master Agreement, this Attachment shall control.

The Parties hereby agree as follows:

1. Pyxis ES Certification Class. Beginning as of the first day of the month following the effective date of the Customer Order and continuing until the latest Term End Date for the Products under the Customer Order, Customer shall have the option to register at least one (1) individual per calendar year (each, a "Customer Attendee") to attend any CareFusion's offered course ("CareFusion Course"), subject to course availability and the terms and conditions below.

1.1 **Course Dates and Registration**. Course dates are available, and registration will be completed, via the following link: https://www.bd.com/MyBDLearning.

1.2 **Fees; Invoicing.** For the Customer Attendees registered to attend a CareFusion Course, Customer will pay the then applicable fees per Customer Attendee. CareFusion will invoice Customer for the applicable fees, and Customer shall pay the amounts specified therein pursuant to the terms of the Master Agreement.

2. Proper Reporting of Discounts and Pricing. The prices under the Customer Order may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The Parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under the Customer Order, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under the Customer Order net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of the Customer Order and all other documentation regarding the Customer Order, together with the invoices for purchase of the Pyxis ES Certification Class Bundle thereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Customer Order Attachment.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**CAREFUSION SOLUTIONS, LLC**
1703100	
Notice Address:	**Notice Address:**
1800 W. Charleston Blvd. Las Vegas, NV 89102	3750 Torrey View Court San Diego, CA 92130
State of Incorporation:	State of Incorporation: Delaware
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

NST/KH 20260417

May 12th, 2026

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

Re: Request for competitive bidding information regarding Pharmacy Equipment.

Dear Ms. Sy:

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

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

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

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

The above-described process was followed with respect to the Pharmacy Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Pharmacy Equipment were Carefusion Solutions and Omnicell Inc. Contracts were executed in January 2023 with Carefusion Solutions and Omnicell Inc.

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

Sincerely,

Michelle Sanchez

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Business Designation Group (Please select all that apply) 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: 12

Corporate/Business Entity Name:	CareFusion Solutions, LLC	
(Include d.b.a., if applicable)		
Street Address:	3750 Torrey View Court	**Website:** www.bd.com
City, State and Zip Code:	San Diego, CA 92130	**POC Name:** Customer Support **Email:** customer_support@bd.com
Telephone No:	844 823 5433	**Fax No:** 800 847 2220
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)
Tom Polen	Chief Executive Officer & President [bd.com]	Publicly traded
Vitor Roque	Executive Vice President & Chief Financial Officer	Publicly traded
Lanesha Minnix	Executive Vice President & General Counsel	Publicly traded

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.

Sandra Hinson
Signature

Sandra Hinson
Print Name

Customer Care Specialist II
Title

5/11/2026
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Rider to Product Supply Agreement with Linde Gas & Equipment Inc., F/K/A Praxair Distribution, 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 Rider to Product Supply Agreement with Linde Gas & Equipment Inc., F/K/A Praxair Distribution, Inc., for bulk oxygen and associated delivery services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000718100 Funded Pgm/Grant: N/A
Description: Rider to Product Supply Agreement for bulk oxygen and delivery services
Bid/RFP/CBE: NRS 450.525 and NRS 450.530
Term: Five Years
Amount: Not-to-Exceed: $600,000 annually or $3,000,000 in aggregate
Out Clause: Termination for cause

BACKGROUND:

In December of 2020, UMC entered into a Product Supply Agreement with Praxair Distribution, Inc., now known as Linde Gas & Equipment Inc., to supply and deliver bulk liquid oxygen to the Hospital. The Term of the Product Supply Agreement's original Rider expired in the fall of 2025. Accordingly, UMC hereby requests authorization to continue under the terms of the Product Supply Agreement, via this new Rider, to ensure stability with this crucial service.

This Rider extends this group purchasing organization (GPO) vendor's service by five additional years at set pricing, protecting UMC from potential spikes and enabling more accurate cost planning.

Staff also request authorization for UMC's Chief Executive Officer to execute any future amendments within the not-to-exceed amount of this Rider, or the related Product Supply Agreement, should UMC staff deem such beneficial to UMC.

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

Cleared for Agenda
May 27, 2026

Agenda Item #

8

Linde Gas & Equipment Inc. is a Nevada-registered corporation and currently holds a Clark County business license.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its May 20, 2026, meeting and recommended for approval by the Governing Board.

THIS RIDER ("Rider") numbered NVUMC-2025-0908 and dated as of April 20, 2026 (the "Effective Date"), by and between LINDE GAS & EQUIPMENT INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, CT 06810 ("Seller"), and University Medical Center of Southern Nevada, a County owned hospital established in accordance with Chapter 450 of the Nevada Revised Statues and having an office at 1800 W Charleston Avenue, Las Vegas, NV 89102 ("Buyer") is made a part of the Product Supply Agreement between Seller and Buyer dated as of November 1, 2020 (the "Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Agreement). This Rider supersedes all previous Riders for the Location (as defined below).

1. **As to this Rider, the following words and terms shall have the following meanings:**

"Basic Term" of this Rider commences on the Effective Date and continues for five (5) years after the Effective date.
"Location(s)" for this Rider means 1800 W Charleston Avenue, Las Vegas, NV 89102.
"Prices" are:

Product Code	Description	Cost	UOM	Estimated Monthly Volumes (EMV)
OX M-BULKDS	OXYGEN LIQUID USP	[redacted]	100/scf	2,500,000 scf
NDB03	EXPEDITED DELIVERY CHARGE		EA	
NDB32	COC/COA CHARGE BY ORDER		EA	
NDBT2005	BULK TANK INSPECTION		EA / Annual	
ZZZEMER	EMERGENCY DELIVERY		EA	
RENOXMBULKL	OXYGEN USP BULK LRG RENTAL		MO	
DELIVERY FEE	DELIVERY FEE		EA	

Buyer will pay Seller the prices for Product and any Facility Fee, rental charge or other amount listed in the table above for any cylinder, supply system (set forth in the table above, a "Supply System"), or other Equipment, items or services (the "Prices"). In addition to the Prices set out above, Products are subject to a hazardous materials charge of $15.00 and a fuel charge. Rental is subject to a safety and environmental charge which will be noted on the invoice for such Products.

This Rider is being signed as a Member in good standing with the Health Trust GPO.

Buyer estimates its monthly consumption of each Product will be the Estimated Monthly Volume ("EMV") if set forth in the table above. Buyer will purchase from Seller its requirements for Product in excess of 100 % of the EMV ("Excess Product") to the extent that Seller elects, in its sole discretion, to supply such Excess Product, provided that in such case Seller, upon 15 days prior written notice, may adjust the Prices for all such Product hereunder. If Buyer's monthly consumption of any Product is eighty percent (80%) or less than the EMV during any period of three (3) consecutive calendar months, Seller, upon 15 days prior written notice, may adjust the Prices and the EMV for such Product. If Buyer fails to take any Product during any period of six (6) consecutive months, Seller will have the right at any time thereafter to immediately terminate this Rider.

The Monthly Service Charge and Demand Charge for each Supply System will commence on the earliest of the following dates: (a) First Delivery of Product to or from such Supply System, (b) thirty (30) days after the date such Supply System is delivered to Purchaser's Location in the event Seller is delayed in tendering delivery of Product to Purchaser from such Supply System and such delay is due to the acts or omissions of Purchaser, or (c) thirty (30) days after the date such Supply System would have been delivered to Purchaser's Location had such delivery not been delayed due to the acts or omissions of Purchaser. If Seller incurs costs associated with greenhouse gas emissions, Purchaser will pay Seller a greenhouse gas emissions reduction charge or surcharge for each delivery of Product to Purchaser's Location(s).

For each full truck load of Product delivered to Purchaser's Location(s), prorated for each less than full truck load delivery, Purchaser will pay to Seller a regulatory compliance charge ("RCC"). The current RCC is set forth in Seller's most current schedule of applicable charges.

"Products" means the items under the Products column in gaseous, liquid or solid form noted in the table under "Prices" above.

"Specifications" means the Product specification set forth under the column so indicated in the table under "Prices" above or listed in the Product Information Sheet(s) attached hereto or available on www.lindeus.com.

2. In addition to the Prices, for each delivery, Products are subject to a reasonable delivery, fuel and/or hazardous materials charge that will be noted on the invoice and certain other charges and surcharges, including without limitation those associated with regulatory, safety and environmental compliance, greenhouse gas emission reductions, and obtaining power**,** energy and transportation, as well as occasional equipment maintenance at rates in effect at the time thereof, in each case whether or not set forth herein (collectively, "Charges and Surcharges"). Charges or Surcharges may be adjusted from time to time as indicated on the invoice. Buyer will pay Seller for any taxes, tariffs, fees, Charges or Surcharges now or hereafter imposed due to the provision of any Product, Equipment or other item hereunder. Terms of payment will be net thirty (30) days following date of invoice. By paying the amount specified on Seller's invoice, unless Buyer objects in writing within 30 days of receipt thereof, Buyer shall be deemed to agree to the pricing, Charges and Surcharges and any cylinder balance thereon. Buyer is sales tax exempt and will provider Seller any necessary documentation needed to reflect tax exemption status.

3. If Buyer fails to make payment when due, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller may, among other remedies, refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or suspend Seller's performance and/or terminate the Agreement or this or any other Rider. Buyer will pay Seller all fees and costs, required to collect Buyer's delinquent account, recover any cylinders or other Equipment or otherwise enforce this Agreement.

4. Each cylinder and Supply System will remain the property of Seller at all times. Buyer will return all cylinders in a good condition, non-contaminated, valves closed, complete with caps and fittings. Buyer will prevent anyone not authorized by Seller from entering any Supply System site ("Site") or filling Seller owned cylinders or Supply Systems. Buyer will pay Seller for any cleanup of cylinders returned in a contaminated condition and for the replacement or repair cost of any Supply Systems or cylinders lost or damaged beyond normal wear and tear, including if cylinders or Supply Systems are used, filled, refilled, altered, repaired, adjusted, or otherwise tampered with by any person not authorized by Seller. Buyer will comply with all laws, rules and regulations applicable to Buyer's Location relating to a safe and secure operation.

5. For each Supply System, Buyer, at its expense, will provide and maintain a suitable Site and/or concrete pad, as applicable, with ample access, fencing and isolation barriers all as specified by Seller, obtain any necessary permits and licenses, install and maintain a properly designed system for the distribution of Product from each Supply System to Buyer's points of use, and furnish all necessary utilities as required by Seller. . Buyer will bear the cost of any modifications to the Supply System or Site, or permits required due to changes in laws or regulations.

6. Seller may relocate, modify, replace, and/or remove, due to necessary repairs, maintenance, changes in Buyer's Location(s), requirements, method of supply, pressure specifications, or otherwise, any Supply System or part thereof in each case as Seller deems appropriate for the supply of Buyer's requirements of Product(s), provided that Buyer will pay for all such relocation, modification, maintenance and/or replacement costs and Seller may adjust the monthly facility fee per standard rates.

7. Seller will, at Buyer's expense, remove each Supply System within a reasonable time after the termination hereof. In the event the Rider terminates for any reason, Buyer shall also pay for any remaining installation expenses as invoiced. For avoidance of doubt, installation and removal expenses may include without limitation, engineering, labor, crane, piping and materials, safety, travel, transportation and other project management costs associated with the installation or removal of supply system(s) incurred by Seller at commencement, during the term if due to any supply system replacement, or upon termination of the Rider(s) and/or any costs associated with major supply system modifications. If Seller relocates, modifies or replaces all or part of any Supply System due to a change in Buyer's requirements, method of supply, pressure specifications, Buyer's Location(s) or Buyer's facilities, Seller may charge Buyer the cost of such relocation, modification or replacement, adjust the charge set forth herein covering such relocated, modified or replaced Supply System, and extend the term hereof for a period equal to the Basic Term effective upon First Delivery to or from the relocated, modified or replacement Supply System.

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS RIDER IS CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN AND IN THE AGREEMENT AND ANY ATTACHMENT HERETO. Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Rider as of the date first above written.

University Medical Center of Southern Nevada **(Buyer)**

Signature: _____
Name and Title: Mason Van Houweling, Chief Executive Officer
Date: _____

LINDE GAS & EQUIPMENT INC. (Seller)
Submitted by: Josephine Hernandez
Signature: _____
Name and Title: Jennifer Claggett
Date: May 11, 2026

Rev 10/21

PRAXAIR

PRODUCT SUPPLY AGREEMENT

THIS PRODUCT SUPPLY AGREEMENT ("Agreement") numbered BEL-110120, is made effective as of November 1, 2020 (the "Effective Date"), by and between PRAXAIR DISTRIBUTION, INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, Connecticut 06810 (hereinafter called "Seller" and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having an office at 1800 West Charleston Boulevard-Las Vegas, NV 89012 (hereinafter called "Buyer"). This Agreement is being signed as a member in good standing of Healthtrust.

W I T N E S S E T H:

In consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

The term "First Delivery" means the date on which Seller first delivers Product to Buyer, which date will in no event be earlier than the date on which Buyer is no longer obligated to purchase Product for Buyer's Location under the terms of any other contract. In addition to the meaning of the term "Supply System" set forth in the Rider(s), the term "Supply System" means a system located at Buyer's Location which is owned by Seller for the supply of Product to Buyer hereunder and which may be comprised of air separation facilities, Product generating systems, storage units, vaporizers, piping up to Buyer's Product distribution system, controls and other equipment, devices and/or instrumentation as deemed appropriate by Seller. The term "Affiliate" means a company that is controlled by Praxair, Inc. For purposes of this definition, control of a company means the power, directly or indirectly, to cause or determine the direction of the management or policies of such company. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Rider(s).

2. REQUIREMENTS

Seller will sell to Buyer, and Buyer will purchase from Seller, on the terms and conditions hereinafter set forth, Buyer's total present and future requirements, in gaseous and liquid form, of Product for use at Buyer's Location(s), and if the operations at Buyer's Location(s) are conducted at expanded or new location(s), Seller will have the right to supply Product to such expanded or new location(s). As to each Rider, Buyer represents and warrants to Seller that as of First Delivery Buyer will not be obligated under the terms of any other contract to purchase Product for Buyer's Location(s). Buyer will not generate or produce

any Product or purchase any other substance(s) or system(s) in replacement of Product unless Seller has first refused a written offer from Buyer to supply such substance(s) or comparable systems(s) on terms and conditions substantially similar to those terms and conditions contained herein.

3. PRICES AND PAYMENT

Buyer will pay Seller the Prices for Product, equipment, or services supplied hereunder and any charges and surcharges related thereto, including those associated with regulatory and environmental compliance, greenhouse gas emission reductions, and obtaining power and transportation, as set forth in the Rider, with supporting documentation provided to the Buyer. In addition, unless Buyer is tax exempt, Buyer will pay or reimburse Seller for any sales, property, use, excise or other duty, tax, charge or fee now or hereafter imposed by reason of any sale, delivery or furnishing of any Product, equipment, or services hereunder. Buyer will pay any applicable Monthly Service Charge, Monthly Facility Fee, Demand Charge, Monthly Rental or Cylinder Rental during the entire term of any Rider . Seller will invoice Buyer by Seller's standard billing methods. Terms of payment will be net thirty (30) days following date of invoice. At Seller's request and subject to Buyer's ability to do so, Seller and Buyer will utilize Seller's website or other electronic data interchange for invoicing and paying of invoices. If Buyer fails to make timely payment in accordance with the terms of this Agreement, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller reserves the right, among other remedies, to refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or enter Buyer's premises and remove any Supply System, Cylinders or other Seller's equipment located thereat with or without notice of legal process, and/or suspend Seller's performance under this Agreement and/or terminate this Agreement or any Rider.

4. DELIVERY

Seller will deliver to Buyer Buyer's requirements for Product in accordance with the terms of this Agreement. Product in Cylinders will be delivered F.O.B. Point of Destination, Freight Prepaid and Add. At Seller's request, Buyer will provide to Seller information relating to Buyer's pattern of use of Product from each Supply System. Seller may anticipate Buyer's requirements for Product and deliver Product at such times as are consistent with Seller's delivery schedule as agreed with Buyer. The delivery of Product by Seller will constitute Buyer's purchase thereof, and the quantities delivered will be measured by Seller by the method it regularly uses for the type of delivery made. Buyer grants to Seller the right of twenty-four (24) hour access to each Supply System site or the site of any Product storage system provided by Buyer as provided in Article 5, and if (a) Buyer fails to grant or delays such access, or (b) Seller is unable to deliver Product at any time consistent with Seller's delivery schedule or otherwise in accordance with the terms of this Agreement due to any act or omission of Buyer, Buyer will pay Seller any applicable delivery charge set forth in Seller's delivery charge schedule, as attached hereto or to the Purchasing Agreement between HealthTrust and Seller. Seller reserves the right to request that Buyer provide qualified personnel to deliver Product to any Supply System affected by a strike or concerted acts of workers.

5. SUPPLY SYSTEMS AND SUPPLY SYSTEM SITES

For each Supply System, Buyer, at its expense, will provide and maintain a suitable site free from any underground or overhead obstructions and with access either by road or railroad siding as mutually agreed by the parties, construct a suitable foundation, install fencing adequate to prevent tampering and install isolation barriers all as required, obtain any necessary permits and licenses, install and maintain a properly designed system for the distribution of Product from each Supply System to Buyer's points of use, and furnish utilities as required by Seller, such as electric power, lighting, telephone lines, internet connections, water and/or steam, and the facilities to deliver such utilities to the point(s) on each Supply System site designated by Seller. Each Supply System site furnished by Buyer hereunder will be free from toxic and hazardous materials

(including corrosives) or other debris which would prevent or increase the cost of the installation or operation of the Supply System, or which could cause injury or death of Seller's employees or any other persons on or at the Supply System site, or which could cause damage to any adjoining property. If the atmospheric or other environmental conditions or the operations at Buyer's Location(s) affect the safe or reliable operation, or result in the imposition of any additional fees, costs or expenses relating to the maintenance, repair or operation of the Supply System, Buyer will promptly correct such conditions to the extent they are within Buyer's control. If Buyer's use of any Supply System affects the safe or reliable operation thereof, or if any Supply System or Cylinder is damaged by Buyer, its agents, employees, contractors or invitees, the cost of repairing such Supply System or Cylinder will be borne by Buyer. Buyer will prevent persons other than those authorized by Seller from entering any Supply System site, delaying delivery of Product, or altering, repairing, adjusting or otherwise tampering with any Supply System or Cylinder. Buyer will comply with all laws, rules and regulations applicable to Buyer's Location relating to a safe and secure operation and Seller will have the right, without any liability hereunder, to refuse to deliver Product to Buyer's Location if Seller reasonably determines that Buyer is not in compliance with any such law, rule or regulation or that Buyer is not providing a workplace at Buyer's Location that is free from known hazards that are likely to result in death or serious harm.

Seller will install each Supply System and make the connection to Buyer's Product distribution system. The costs associated with installing each Supply System and connecting it to Buyer's Product distribution system, including transportation and rigging costs, for which Seller will provide a itemized cost description to be mutually agreed upon by both Parties, will be borne by Buyer. Seller will not be responsible for connecting any Cylinder to Buyer's Product distribution system.
Seller will remove each Supply System within a reasonable time after the termination hereof with costs shared in 50%/50% equal amounts. In the event the Rider terminates for any reason prior to the end of the Basic Term, Buyer shall pay for all removal costs, including associated rehabilitation costs, as well as any allocated portion of remaining installation costs, and any transportation costs to Suppliers Supply System rehabilitation center as determined by Seller. Seller may at its expense remove any Supply System or part thereof, and replace it with another Supply System or part thereof, as Seller may deem appropriate for the supply of Buyer's requirements of Product(s). Seller will have the right from time to time to shut down each Supply System, with reasonable notice and coordination with the Buyer, for such period of time as may be necessary for repairs and maintenance consistent with proper operation. Each Supply System will remain the property of Seller at all times. Buyer will, at its expense, diligently pursue the removal and release of any liens filed against any Supply System or Cylinder due to its location on Buyer's premises.

If with the parties' mutual agreement Seller relocates, modifies or replaces all or part of any Supply System due to a change in Buyer's requirements of Product, method of supply, pressure specifications, Buyer's Location or Buyer's facilities, Seller may charge Buyer the cost of such relocation, modification or replacement, adjust the Monthly Service Charge, Monthly Facility Fee or Monthly Rental set forth in the Rider covering such relocated, modified or replaced Supply System and extend the term of such Rider effective upon First Delivery to or from the relocated, modified or replacement Supply System for a period not grater than a period equal to the Basic Term of such Rider.

If Buyer provides a Product storage system for the supply of any Product, the provisions of this Article 5 set forth above will not apply to such Product storage system and Buyer, at its expense, will maintain such Product storage system and the site on which such Product storage system is located. Seller will have the right, without any liability hereunder, to refuse to deliver Product into such Product storage system if Seller reasonably determines that such Product storage system or Product storage system site is unfit for the storage or delivery of Product or the site on which such

Product storage system is located is not safe as determined by Seller for the delivery of Product.

Each Cylinder furnished by Seller will remain the property of Seller at all times. Buyer will return each such Cylinder to Seller in a non-contaminated condition with the cap and any valves and dust plugs tightly closed and with sufficient residual pressure to prevent contamination to the Cylinder. Buyer will pay Seller for cleaning any Cylinder if such Cylinder is contaminated when returned to Seller. Within thirty (30) days following discontinuation of supply of any Product in Cylinders Buyer will return to Seller each Cylinder for such Product or pay Seller the replacement value thereof. Buyer will maintain records adequate to account for each Cylinder that is furnished to Buyer and if requested by Seller will make such records available to Seller during normal business hours to enable Seller to audit such records and other pertinent data as may be necessary to enable Seller to locate its Cylinders. Buyer will cooperate with Seller to protect, locate and recover each Cylinder furnished to Buyer hereunder.

6. SPECIFICATIONS

Product delivered hereunder will meet the Specifications. Buyer may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. PRICE CHANGES

Pricing for Products and/or services may be adjusted as set forth in the Purchasing Agreement between HealthTrust and Seller.

8. FORCE MAJEURE

The Parties obligations under this Agreement will be excused (except any obligation to make payments when due) if and to the extent any delay or failure to perform such obligations is due to due to act of God, pandemic, war, terrorism or natural disasters, including hurricanes, tornados, earthquakes, fire, flood, storm, riot, sabotage, explosion, strike, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment or transportation, or any other contingency beyond its reasonable control ("Force Majeure Event"). A Party affected by Force Majeure Event shall promptly notify the other Party, to the extent practicable within 48 hours of the Force Majeure Event, explaining the nature and expected duration therof. In the event any such contingency affects only a part of Seller's capability to produce and/or deliver Product, Seller will allocate production and/or deliveries among the requirements of all its affected customers and Seller's own requirements in a fair and reasonable manner.

9. HEALTH AND SAFETY

Buyer acknowledges that there are hazards associated with Product, including the storage, use and handling thereof, and Buyer agrees that its employees, agents, contractors, and others concerned with Product are aware of such hazards. Buyer assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures. Buyer will notify Seller of any hazards and safety procedures at Buyer's Location(s) and Buyer will notify Seller in advance of any anticipated construction, renovation, or change in operations in the area of any Supply System site so that any hazards associated with same can be minimized. Buyer will be responsible for complying with (i) all relevant reporting obligations under all applicable laws, including the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)),

and (ii) process safety management and risk management programs that in either case result from the presence at Buyer's Location(s) of Product supplied under this Agreement. Buyer will warn and protect its employees, contractors and others exposed to the hazards posed by Buyer's storage, use and handling of Product. Seller will provide documents to Buyer containing Seller's safety and health information pertaining to Product, including Seller's Safety Data Sheet(s), and Buyer will incorporate such information into Buyer's safety program.

10. CONFIDENTIALITY

All drawings, diagrams, specifications, operating data, pricing, costs and other materials or information furnished by either party to the other in connection therewith, and the information contained therein are the proprietary and confidential information of the disclosing party. Any unlawful disclosure of such materials or information may result in significant damages to the disclosing party. The receiving party will hold in confidence all such materials and information. However, the receiving party may disclose such materials and information to (a) governmental agencies for the purpose of obtaining permits under Article 5, and (b) the receiving party's employees for the purpose of performing the receiving party's obligations under this Agreement. In the case of any of the aforementioned disclosures, the receiving party will inform its employees or governmental agencies that such materials and information are the proprietary and confidential information of the disclosing party and are to be treated accordingly. Unless otherwise agreed, the receiving party will keep all such materials and information confidential for a period which will expire three (3) years after the termination date of this Agreement. It is understood that the foregoing obligation of confidentiality does not apply to materials and information that: (i) was already known to the receiving party prior to the disclosure of same hereunder, as evidenced by the receiving party's written records prepared prior to such disclosure; (ii) was in or hereafter comes within the public domain, other than by the receiving party's failure to fulfill its obligations hereunder; (iii) is made available to the receiving party by a third party who does not have any direct or indirect obligation of secrecy to the disclosing party; or (iv) is developed by the receiving party independent of any disclosure under this Agreement as evidenced by its written records.

Notwithstanding the foregoing, Seller acknowledges that Buyer 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 contracts are public documents available for copying and inspection by the public. If Buyer receives a demand for the disclosure of any information related to this Agreement that Seller has claimed to be confidential and proprietary, such as Seller's pricing, programs, services, business practices or procedures, Buyer will immediately notify Seller of such demand and Seller shall seek exemption from disclosure in accordance with the Act, including, if applicable, seeking a protective order.

11. ASSIGNMENT

Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Consent by either Party to such assignment in one instance shall not constitute consent by the Party to any other assignment. Any assignment without such prior written consent shall be void and have no effect. Notwithstanding the foregoing, the following shall not constitute an assignment for purposes of this Section 17.3: (i) the transfer, in whole or in part, of a Party's rights and obligations under this Agreement to an Affiliate of the transferring Party; provided such Affiliate shall possess the financial and legal wherewithal sufficient to fulfill the obligations of the transferring Party under this Agreement; or (ii) the transfer, in whole or in part, of a Party's rights and obligations under this Agreement in the event of a significant organizational transaction. For purposes of this Section 17.3, a "significant organizational transaction" means (a) a transaction

such as, without limitation, a spin-off or sale of assets of a business, provided that the entity to which this Agreement is transferred was, in whole or in part, an Affiliate of the transferring Party immediately prior to such significant organizational transaction; or (b) an internal reorganization that results in the transferring Party being organized in one or more different legal entities or any other corporate form(s), whether through conversion, merger, or otherwise. Subject to the foregoing, all terms, conditions, covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon any successor and any permitted assignees of the respective Parties.

12. NOTICES

Notices under this Agreement shall all be in writing to a Party at their notice address on page 1 of this Agreement, shall be effective upon the business day following receipt and shall be sent by any of the following methods: (i) e-mail with return e-mail acknowledging receipt; (ii) United States Postal Service certified or registered mail with return receipt showing receipt; (iii) courier delivery service with proof of delivery; or (iv) personal delivery. Either Party may change the name and address of any of its designated recipients of notices by giving notice as provided for in this Agreement.

13. TERM

Except as provided in Articles 3, 5, 7 and 8 or the Rider(s), each Rider will be in effect from the date hereof and will continue in effect thereafter as to each Rider for the period of the Basic Term, and will continue in effect thereafter as to such Rider unless or until either party terminates such Rider effective as of the date of expiration of the Basic Term thereof by giving to the other party not less than twelve (12) months prior written notice of termination with respect to such Rider or, if either party does not so terminate such Rider upon the expiration of the Basic Term thereof, such Rider will continue in effect thereafter for successive one year renewal terms (the "Renewal Terms"), for a maximum of four (4) Renewal Terms, until either party terminates such Rider effective upon the expiration of any Renewal Term by giving the other party not less than twelve (12) months prior written notice of termination with respect to such Rider. During any successive renewal term(s) the Pricing provided under the Purchasing Agreement between HealthTrust and Seller will apply unless one or both parties are no longer members of HealthTrust Purchasing Group.Administrative Fee payments will survive as defined in Section 12.6 of the Purchasing Agreement between HealthTrust and Seller.

14. DISPUTE RESOLUTION

If a party to this Agreement has reasonable grounds to believe that the other party hereto has failed to fulfill any obligation hereunder, or that its expectation of receiving due performance under this Agreement may be impaired, such party will promptly notify the other party in writing of the substance of its belief. The party receiving such notice must respond in writing within thirty (30) days of receipt of such notice and either provide evidence of cure of the condition specified, or provide an explanation of why it believes that its performance is in accordance with the terms of this Agreement, and also specify three (3) dates, all of which must be within thirty (30) days from the date of its response, for a meeting of the designated representatives of the parties, each of whom will have the authority to resolve and settle the dispute. The claiming party will then select one (1) of the three (3) dates, and a dispute resolution meeting will be held. If the parties cannot, in good faith discussions, resolve their dispute, they will be free to pursue all remedies allowed under the law without prejudice.

16. INDEMNITY AND LIMITATION OF LIABILITY

Neither party will be liable to the other party for any incidental, consequential, indirect, special or exemplary damages (including lost profits, sales or other similar damages) arising in connection with this Agreement without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based.

To the extent expressly authorized by Nevada law, Buyer will indemnify, defend and hold harmless Seller, and their respective affiliates, successors, assigns, directors, officers, agents and employees from and against any and all costs, fees (including reasonable legal fees and expenses), fines, penalties damages, liabilities and claims to the extent caused by the negligence or willful misconduct of the Buyer relating to its activities under this Agreement, except to the extent caused by the negligence or willful misconduct of the Seller, in accordance with the comparative fault clause below. Seller will indemnify, defend and hold harmless Buyer, and their respective affiliates, successors, assigns, directors, officers, agents and employees from and against any and all costs, fees (including reasonable legal fees and expenses), fines, penalties damages, liabilities and claims to the extent caused by the negligence or willful misconduct of Seller relating to its activities under this Agreement, except to the extent caused by the negligence or willful misconduct of the Buyer, in accordance with the comparative fault clause below. If damages are caused by the negligence or fault of both the indemnifying party, on the one hand, and the indemnified party, on the other hand, the apportionment of damages shall be allocated between the parties based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees and expenses incident thereto. Each party hereby waives any right of subrogation that it, any of its insurers, or any third party making a claim through it may have under this Agreement.

17. **GENERAL**

This Agreement supersedes any prior agreement or agreements between Buyer and Seller covering the supply of Product to Buyer's Location(s), but this Agreement will not be construed as a renunciation or discharge of any claim in damages for an antecedent breach. The entire agreement is contained herein, in the Purchasing Agreement between HealthTrust and Seller – the terms of which are incorporated herein by reference, and in the Rider(s). There are no other promises, representations or warranties affecting this Agreement, and any other or different terms or conditions in any purchase orders, Buyer's website agreements (including any terms or conditions subject to an accept button or other similar means of indicating acceptance) or other documents issued or accepted hereunder will be deemed null and void. No modification or waiver of this Agreement will bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing. A waiver of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. As used in this Agreement, the word "including" and variations thereof will be deemed to be followed by the words "without limitation." Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. In the event of conflict between the terms and conditions contained in this Agreement and the Rider(s), the terms and conditions of the Rider(s) will govern. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement will be governed by the laws of the State of Nevada, without reference to its conflict of laws provisions which would render applicable the laws of any other jurisdiction. BUYER AND SELLER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT.

18. 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 Buyer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Buyer's obligations under it shall be

extinguished at the end of any of Buyer's fiscal years in which Buyer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Buyer gives Seller at least one hundred twenty (120) days' prior written notice termination. Buyer 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 Buyer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Buyer did not give notification of termination due to loss of appropriated funds. Upon any such termination of this Agreement as to each Buyer Location set forth on the Rider, Buyer shall pay Seller the following early termination fee: the cost of removal for any supply system, including associated rehabilitation costs, as well as any allocated portion of remaining installation costs, and any transportation costs to Supplier's Supply System rehabilitation center as determined by Seller.

19. NON-EXCLUDED HEALTHCARE PROVIDER:

Seller represents to Buyer that it is (a) not 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 under this Agreement for which payment may be made under such federal health care programs and (b) has not 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. Seller represents to Buyer 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 Seller or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the date set forth above.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Name: Mason VanHouweling
Title: CEO

12/15/2020

Date: _____

PRAXAIR DISTRIBUTION, INC.

& Date

Submitted by: Brett Loud-Medical Territory Manager

By: _____
Name: Jennifer Claggett
Title: General Sales Manager- Medical West

Date: November 18, 2020

PRODUCT RIDER

This Rider ("Rider"), dated as of November 1, 2020, (the "Effective Date"), is made a part of the Product Supply Agreement between Praxair Distribution, Inc. ("Seller") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes , having an office at 1800 West Charleston Boulevard, Las Vegas, NV 89012 (hereinafter called "Buyer") numbered BEL-110120 and dated November 1, 2020 (the "Agreement").

This Agreement is being signed as a member in good standing of Healthtrust (GPO).

As to this Rider, the following terms will have the meanings set forth below:
"Product" means Bulk Liquid Oxygen U.S.P.
"Address" means: 1800 West Charleston Boulevard, Las Vegas, NV 89012

For Seller:	For Buyer:
Praxair Distribution, Inc.	University Medical Center of Southern Nevada
7000 High Grove Boulevard	1800 West Charleston Boulevard
Burr Ridge, IL 60527-7595	Las vegas, NV 89012
Attn: Contract Administrator	Attn: Contracts Management
Telephone: (630) 320-4000	Telephone:702-224-7177
Fax: (630) 320-4514	Fax: 702-383-2609

"Basic Term" means the period commencing on the date of First Delivery of Product after successful execution of this Agreement and continuing for Five (5) years following First Delivery to the Supply System identified below.

"Buyer's Location" means 1800 West Charleston Boulevard, Las Vegas, NV
"Supply System" means, as to the following Supply System(s):

Item No.	Description	Battery Limits (psig)	Pressure at Average Flow Rate (cfh)	Peak Flow Rate (cfh)	Duration (hrs/day)	Peak Flow
1	TM 13,000-g (Main)	250	4,166	5,210	24/7	3hrs. 5x weekly
2	TM 3,000 -g (Reserve)	250				

"Specifications" mean:

Supply System Item No.	Specifications
1	Bulk Oxygen USP
2	Bulk Oxygen USP

"Prices" are:

Supply System Item No.	Charge for Product	Monthly Service Charge	Monthly Regulatory Compliance Charge
OX M-BULK 1	$0.855 per 100 ccf	$1,150 per Month	$175per Month

The Monthly Service Charge and Regulatory Compliance Charge for each Supply System will commence on the earliest of the following dates: (a) First Delivery of Product to or from such Supply System, (b) thirty (30) days after the date such

Supply System is delivered to Buyer's Location in the event Seller is delayed in tendering delivery of Product to Buyer from such Supply System and such delay is due to the acts or omissions of Buyer, or (c) thirty (30) days after the date such Supply System would have been delivered to Buyer's Location had such delivery not been delayed due to the acts or omissions of Buyer. If Seller incurs costs associated with greenhouse gas emissions, Buyer will pay Seller a greenhouse gas emissions reduction charge or surcharge for each delivery of Product to Buyer's Location(s).

Other Bulk Gas Related Charges

Bulk Ancillary Fees	
Delivery Fee	[redacted]
Emergency Delivery Fee	
Haz Mat Fee	
Annual Inspection Fee	

Bulk Vessel Installation and Removal Fees
Removal costs are specifically allowed per the contract and are to be borne by the Buyer. The estimated removal cost for the vessels installed at UMC are $22,500 for the 13,000-g main and $11,500 for the 3,000-g reserve ** Estimate only and will vary by state

Bulk Vessel Telemetry Monitoring
Supplier will provide the system and installation at no cost.

Annual System Inspection Fee: Bulk Oxygen
Supplier will provide an annual inspection of the bulk liquid oxygen system. Cost to customer per year will be $500.00.

Additional Program Details
Supplemental Energy Charge: Cylinder Gases and Bulk Oxygen
Supplemental Energy Charge will be implemented based on the schedule below. The rate is firm for a ninety (90) day period and subject to adjustment each calendar quarter based on mutual review of following indexes:

On-Highway Diesel Fuel Price	Cylinder Products	Bulk Products
[redacted]		

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Print Name: _Mason VanHouweling

Title: _CEO_____

PRAXAIR DISTRIBUTION, INC.

Submitted by: Brett Loud

Accepted by: _____ November 18, 2020

Print Name: _Jennifer Claggett_____

Title: _General Sales Manager- Medical West___

April 24th, 2026

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

Re: Request for competitive bidding information regarding Medical Gas Cylinders and Bulk Oxygen.

Dear Mr. Parandi:

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

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

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

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

The above-described process was followed with respect to the Medical Gas Cylinders and Bulk Oxygen category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Medical Gas Cylinders and Bulk Oxygen were Air Product, EspriGas, Matheson, Linde Gas & Equipment Inc, and Airgas USA LLC. Contracts were executed in February 2026 with Linde Gas & Equipment Inc and Airgas USA LLC.

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

Sincerely,

Michelle Sanchez
Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Linde Gas & Equipment	
(Include d.b.a., if applicable)		
Street Address:	10 Riverview Dr	**Website:** www.linde.com
City, State and Zip Code:	Danbury, CT 89011	**POC Name:** Josie Hernandez **Email:** Josephine.Hernandez@linde.com
Telephone No:	(707)867-7713	**Fax No:** 888-445-7822
Nevada Local Street Address: **(If different from above)**	601 West Sunset Road	**Website:** www.linde.com
City, State and Zip Code:	Henderson, NV 89011	**Local Fax No:** (702)564-8150
Local Telephone No:	(702)565-1252	**Local POC Name:** CEC Mgr- Nathan Plyler **Email:** Nathan.Plyler@linde.com

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sanjiv Lamba	CEO	
Matt White	CFO	
Ben Glazer	VP of Americas	

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

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

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

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

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

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

Signature | Jennifer Claggett (Print Name)

Regional Business Manager-Healthcare (Title) | 05/12/26 (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
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:	**Master Agreement with Zimmer Biomet**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board authorize the Chief Executive Officer to sign the Master Agreement with Zimmer Biomet; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: Master Agreement
Bid/RFP/CBE: NRS 332.115 (1)(j) – Equipment containing hardware or software for computers & NRS 332.115 (4) – Purchase of goods commonly used by a hospital
Term: 2-Year Term; Effective December 3, 2025
Amount: $1,176,000.00 / Total
Out Clause: Budget and Fiscal Fund Out

BACKGROUND:

This request is for the establishment of a Master Agreement for the Orthogrid system with Zimmer Biomet, which is utilized by our orthopedic team. The Orthogrid system features three AI-powered orthopedic applications: hip AI, hip preservation, and trauma AI. It leverages the power of artificial intelligence to address limitations in orthopedic surgery. The system aims to optimize surgical workflows, potentially improving the accuracy of component placement during total hip arthroplasty. It enhances image interpretation and is designed to optimize performance and outcomes in both hospital and surgery center environments. The estimated total cost for a two-year term is $1,176,000.00. Either party may terminate the agreement for cause with thirty (30) days' prior written notice.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2026 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2026

Agenda Item #
9

Docusign Envelope ID: 5CA56C01-21DA-8C53-8298-FA5C71E3D6E4

ZIMMER BIOMET

ORTHOGRID MASTER AGREEMENT

This OrthoGrid Master Agreement, together with the Standard Terms and Conditions of Master Agreement and the other Schedules and Exhibits attached hereto ("**Master Agreement**"), and any additional agreements or terms (including any SOWs) entered into by the Parties incorporating this Master Agreement by reference ("**Agreement**"), is entered into between Zimmer US, Inc. ("**Zimmer Biomet**") and University Medical Center of Southern Nevada , a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("**Customer**") and is effective as of the date of last signature ("**Effective Date**"). Each of Zimmer Biomet and Customer is referred to herein as a "**Party**" and together as the "**Parties**".

This Master Agreement, upon the commencement of its Term, shall terminate that certain Agreement last signed by Zimmer Biomet (as successor in interest to OrthoGrid Systems, Inc.) and Customer on December 3, 2022, as amended (collectively, the "**Terminating Agreement**").

Schedules and Exhibits

Schedule 1: Standard Terms and Conditions
- Exhibit A to Schedule 1: Warranties

Service and License Agreement
- Exhibit A to Service and License Agreement: OrthoGrid Statement of Work

General Terms & Conditions

The Parties hereby agree as follows:

1. **Term of Master Agreement.** The term ("**Term**") of this Master Agreement will commence on the Effective Date and, unless terminated earlier or extended in accordance with the express terms of this Agreement, will continue in effect for twenty-four (24) months ("**Initial Term**"), and then may be renewed upon mutual written agreement for three (3) successive one (1) year periods (each, a "**Renewal Term**"). In no event shall the Term exceed five (5) years from the Effective Date.

2. **Standard Terms and Conditions.** Customer may purchase, the Products and Services described in the Schedules and Exhibits attached hereto, and any SOWs thereunder, or any other agreements referencing this Master Agreement (each, an "**Attachment**"). The Standard Terms and Conditions will apply to the Parties and all other Attachments and POs hereunder. Zimmer Biomet will have no obligation to provide any products or services other than as specifically identified in an Attachment.

3. **Applicability of Master Agreement.** The Parties may from time to time attach additional Attachments to this Master Agreement which may be added only by written consent.

[Signature page follows.]

ZIMMER BIOMET

IN WITNESS WHEREOF, the Parties have executed this Master Agreement as of the Effective Date.

Customer to Fill Out	Zimmer Biomet to Fill Out
University Medical Center of Southern Nevada	**Zimmer US, Inc.**
_____ Authorized Signature	Signed by: Larry Stokes Authorized Signature
Mason Van Houweling Name	Larry Stokes Name
CEO Title	Capital Solutions Reg. Director Title
_____ Date	21-May-2026 | 9:31 AM EDT Date

Customer Contact Information	Zimmer Biomet Contact Information
Address: 1800 W. Charleston Blvd. **City/State/Zip:** Las Vegas, NV 89102 **Phone: (702) 207-8364** **Contact: Angie Zuniga** **Account #:** 10010216	**Main Office/Headquarters:** 345 East Main Street Warsaw, IN 46580 Attn: General Counsel **Email:** legal.americas@zimmerbiomet.com

ZIMMER BIOMET

Schedule 1: Standard Terms and Conditions of Master Agreement

1. **Definitions.** Capitalized terms have the meanings given in this Section or as otherwise provided in this Master Agreement.

   a. "**Affiliate**" means, with respect to any person or entity, any other person or entity that directly or indirectly, controls, is controlled by or is under common control with, such person or entity. Solely for purposes of this definition, the term "control" (including without limitation the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

   b. "**BAA**" means, if applicable, the Business Associate Agreement entered into between the Parties.

   c. "**Claim**" means any demand, action, suit, claim, investigation or proceeding, of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity or otherwise.

   d. "**Consigned Products**" are those Products that are provided to Customer by or on behalf of Zimmer Biomet on a consignment basis, including without limitation Products identified as Consigned Products on a PO. Consigned Products are either Long Term Loan Products or Short Term Loan Products.

   e. "**Customer Data**" means all data provided by or on behalf of Customer to Zimmer Biomet through any Product or Service, including without limitation any Personal Information and data input into Zimmer Biomet's forms (but not including Zimmer Biomet's forms).

   f. "**Disposable**" means any Product which is identified as "Disposable" under the applicable Attachment, or which is provided with a Product and is labeled, or by its nature intended, for single use ancillary to the use of such Product.

   g. "**Equipment**" means any Product which is identified as "Equipment" under the applicable Attachment, or which is provided with a Product and is labeled, or by its nature intended, for use as a tool in a procedure involving such Product.

   h. "**FDA**" means the U.S. Federal Food and Drug Administration.

   i. "**Implants**" means Products intended to be used as implants in patients.

   j. "**Indemnitees**" means the Indemnified Party (as defined in Section 17(d) of this Schedule) and its Affiliates and its and their respective shareholders, directors, officers, employees, and agents.

   k. "**In Part**" means, with respect to affected Services, to terminate the applicable SOW for such Services and with respect to affected Products, to terminate an outstanding order for such Products or a consignment for such Products.

   l. "**Long Term Loan Products**" means Products which are provided to Customer in the quantities listed in any Consignment Agreement hereunder or in such other quantities as are otherwise agreed on by the Parties and left on Customer's premises.

   m. "**Losses**" means liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees.

   n. "**Patient**" means patients of Customers whose Personal Information will be processed or disclosed in connection with Zimmer Biomet Products and Services, including Personal Information used in Zimmer Biomet systems or portals in connection with this Agreement.

o. "**Personal Information**" means information about an identifiable individual including, but not limited to, PHI.

p. "**PHI**" has the meaning given to the term "protected health information" at 45 C.F.R. § 160.103.

q. "**Platform**" means the entire suite of Services provided by Zimmer Biomet to Customer under a SOW.

r. "**PO**" means a purchase order provided by Customer, and accepted by Zimmer Biomet, for Products and incorporating this Master Agreement by reference.

s. "**Products**" means (i) the deliverables, including without limitation Software, set forth in an Attachment, and (ii) any other deliverables or other items, which may include Disposables, Equipment, and /or Implants that Zimmer Biomet actually provides to Customer.

t. "**Purchased Products**" means Products that are not Consigned Products.

u. "**SaaS Services**" means the software as a service(s) and other hosted services set forth in an Attachment.

v. "**Services**" means the services set forth in an Attachment. "Services" includes SaaS Services.

w. "**Short Term Loan Products**" means Products that are provided on an as-needed or Just-In-Time (JIT) basis and are intended to be implanted into a patient or removed from Customer's premises after use.

x. "**Single-Use Product**" means any Product that is labeled "For Single Use" or "Single Use Only" or "Do Not Reuse" or otherwise labeled to indicate that the Product is to be used once in delivering patient care.

y. "**Software**" means the object code for any software specified in an Attachment or embedded in a Product or otherwise provided by or on behalf of Zimmer Biomet, to Customer incident to a Product, and any updates or customizations thereto which Zimmer Biomet provides to Customer.

z. "**SOW**" means a Statement of Work entered into by the Parties setting out Services to be provided by Zimmer Biomet to Customer and incorporating this Master Agreement by reference.

aa. "**Third Party Contributors**" means licensors or service providers providing any portion of the Services, Products, or content available thereon, which Zimmer Biomet provides to Customer, or which such third party provides, pursuant to an Attachment or PO, directly to Customer.

bb. "**User**" means an employee, agent, and/or external personnel of the Customer that uses Zimmer Biomet Products and Services in connection with this Agreement.

2. **Commitment to Provide Services and Products.** Zimmer Biomet will use commercially reasonable efforts to fill orders for Services and Products and meet mutually-agreed delivery dates. If Zimmer Biomet does not provide the Services or Products, Customer may, as its sole and exclusive remedy for any failure to provide the Services or Products, cancel the order for the delayed Services or delayed Products.

3. **Delivery of Services and Products.** On-premises Services and Products will be provided to the locations and in the manner set forth in the applicable Attachment, or, if no location is specified, then to the address mutually agreed to by the Parties. Customer will not transfer any on-premises Services or Products from one location to another. Customer will provide access to Customer's premises, employees, contractors, and equipment and will provide information as Zimmer Biomet reasonably requests to perform this Agreement. Shipping will be FOB Destination with costs to be paid in accordance with the applicable Attachment or, if not specified, all such costs will be paid by Customer.

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(a) Personnel On-Site. If Zimmer Biomet comes on site to Customer's facilities, Zimmer Biomet 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 Zimmer Biomet 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 Zimmer Biomet'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.

4. **Ownership of Products.** Products provided by or on behalf of Zimmer Biomet are purchased or leased by Customer or consigned as Long Term Loan Products or Short Term Loan Products. Products will be deemed purchased, and title will transfer to Customer, at the point of use by the Customer, unless otherwise specified in an Attachment or other agreement of the Parties.

5. **Damage to Products.** Customer will be solely responsible for all losses resulting from damage to, contamination of or destruction of the Products ("**Damaged Products**") from and after the time of receipt, including without limitation all risk of loss for any Products which are missing or damaged while in Customer's possession, except that damage to instruments caused by reasonable wear and tear or Products with a manufacturing defect will be the responsibility of Zimmer Biomet. Zimmer Biomet will remove such Consigned Products from Customer's possession at no cost to Customer. All other Damaged Products will be invoiced to Customer at the price indicated in the Attachment, and if not included in an agreement, at the then-current list price.

6. **Software and SaaS Services.** Any Software (including without limitation software embedded within Products) or SaaS Services will be subject to the terms of the applicable Attachment.

7. **Returns.** Returns will be processed in accordance with Zimmer Biomet's Return Policy available at www.zimmerbiomet.com/en/suppliers.html which may be amended from time to time. Customer may contact its local Zimmer Biomet sales representative for additional information.

8. **Restrictions on Use of Products.**

   a. Customer agrees not to sell, resell, distribute, or otherwise make available any Products to any third party, without the prior written consent of Zimmer Biomet; provided, that the foregoing will not limit the use of an Implant in new condition in one, and only one, patient.

   b. Zimmer Biomet conveys no right in any patented Single-Use Product other than the right to use those units once. Zimmer Biomet does not grant the Customer or any other person or entity any license to reprocess, remanufacture or reconstruct any Single-Use Product.

9. **Controls on Use.** If applicable, Zimmer Biomet may include a license key or other means (e.g., automated features to track and log utilization) within any Services or Products to monitor the use thereof and enforce any restrictions on use under this Agreement. Any data about the utilization of the Products or Services ("**Log Information**") may be used and disclosed by Zimmer Biomet for Zimmer Biomet's business purposes, including without limitation to meet obligations imposed by the FDA.

10. **Purpose and Use of Services.** Customer is requesting the Services for health care operations purposes, within the meaning of 45 C.F.R. § 164.501. Any decisions or actions taken by Customer as a result of insights gained from the Services will be the sole responsibility of Customer.

11. **Discontinued Products.** Except as otherwise required by applicable law, the decision to discontinue any Product, Product line, Service or business segment will be in Zimmer Biomet's sole discretion and will not constitute a breach. Customer's sole remedy will be to cancel the applicable order for the Product or terminate the applicable Attachment, in each case on sixty (60) days' prior written notice to Zimmer Biomet.

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12. **Non-Conformance.** Customer will (i) inspect received Products within three (3) business days of receipt; (ii) verify the count and quality of shipments; and (iii) advise Zimmer Biomet in writing of any non-conformities with the documentation within five (5) business days of receipt. Zimmer Biomet will, at its option and as Customer's exclusive remedy for any nonconformance, correct or repair such nonconformance, or replace the nonconforming Product with conforming Product. Customer will retain any rejected Products at Customer's facility as requested by Zimmer Biomet to allow an opportunity for inspection by Zimmer Biomet.

13. **Customer Responsibilities.**

    a. Effective utilization of the Products or Services and associated transmission of information from the Products or Services may require certain technical prerequisites as detailed in associated instructions for use or other documentation provided to Customer or to a patient. Zimmer Biomet is not responsible for any Products or Services with regards to any Customer or patient for whom the prerequisites are not met. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND FUNCTIONAL OPERATION OF ITS OWN COMPUTER NETWORK AND INTERNET ACCESS.

    b. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS WITH REGARD TO USE OF THE PRODUCTS OR SERVICES. IN NO EVENT WILL ZIMMER BIOMET BE LIABLE FOR CUSTOMER'S NON-COMPLIANCE WITH ANY LAW, RULE OR REGULATION RESULTING FROM CUSTOMER'S USE OF THE PRODUCTS OR SERVICES.

14. **Fees; Taxes.**

    a. **Fees or Prices.** Customer will pay Zimmer Biomet the fees or prices set forth in each Attachment, including without limitation applicable freight charges ("**Fees**"). Customer will remit full payment to Zimmer Biomet within thirty (30) days of the invoice date. If Customer utilizes an electronic transfer method where transaction-related costs are assessed against Zimmer Biomet, then Zimmer Biomet reserves the right to invoice Customer the greater of: (i) the actual amount charged, or (ii) a $2.00 surcharge per invoice.

    b. **Late Payment.** Intentionally Omitted.

    c. **Disputes.** If Customer disputes any invoiced amount in good faith, it will: (i) notify Zimmer Biomet in writing of such dispute (including without limitation a written explanation specifying the amount in dispute and the cause for the dispute) within thirty (30) days of the invoice date; and (ii) pay the undisputed amount when due. Upon resolution of the amount in dispute, Customer will pay to Zimmer Biomet any disputed amount that is determined to be due and owing immediately upon such resolution.

    d. **Taxes.** The Fees do not include, and Customer is solely responsible for and will pay (or, at Zimmer Biomet's request, reimburse Zimmer Biomet for), any additional taxes, levies, duties, governmental charges, or expenses, including without limitation all withholding, value added and sales taxes due, except for taxes on Zimmer Biomet's income ("**Taxes**"). On request, Customer will provide Zimmer Biomet with written evidence of payment of Taxes.

    e. **Compliance.** Each Party is solely responsible for ensuring its own compliance with Medicare, Medicaid, and all other third-party payer requirements, as well as accurate coding, documentation and medical necessity for the Products and Services provided. Before filing claims, Customer should confirm individual payer requirements and coverage/medical policies. Zimmer Biomet may provide general reimbursement information for reference purposes only, which should not be construed as legal or coding advice. Such information is informational only, general in nature, and does not cover all situations or all payers' rules or policies. It is important to note that Zimmer Biomet provides information obtained from third-party authoritative sources and such sources are subject to change without notice, including without limitation as a result of changes in reimbursement laws and policies. Reimbursement information may not be all-inclusive, and changes may have occurred after publication. Zimmer Biomet makes no promise or guarantee, express or implied, in this Agreement or by its act of providing reimbursement information regarding coverage or payment for products or procedures by Medicare or other payers.

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Inquiries can be directed to Customer's respective Medicare Administrative Contractor or to appropriate payers. Customer agrees Zimmer Biomet will have no liability or responsibility for the results or consequences of any actions taken in reliance on reimbursement information provided by Zimmer Biomet.

15. **Representations and Warranties; Disclaimers.**

a. Each Party represents, warrants and covenants that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. Each Party represents, warrants and covenants to the other Party throughout the Term that the Party, its officers, directors, contractors and employees: (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) ("**Federal Healthcare Programs**") and (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services which could result in becoming excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs. Each Party will immediately notify the other Party of any change in the accuracy of this Section 15(b). The Parties further represent and warrant that each of them will abide by all applicable laws relating to the Products or Services, including without limitation the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "**HIPAA**"), as may be modified or amended from time to time, for the protection of personally identifiable health information, including without limitation PHI, used or disclosed in connection with the Services and Products provided under this Agreement.

c. Zimmer Biomet provides further warranties as set forth on Exhibit A to this Schedule, which is incorporated herein by reference to the extent applicable to the Services and Products provided hereunder. In the event of any breach of Zimmer's representations or warranties in this Section 15(c) or Exhibit A to this Schedule, Zimmer Biomet's sole and exclusive responsibility, and Customer's sole and exclusive remedy, is for Zimmer Biomet to, as applicable, correct, replace, or re-perform, at no additional charge to Customer, the Services or Products found to be defective, subject in the case of Products to Sections 2, 5 and 12 of this Schedule.

d. Customer further represents, warrants, and covenants to Zimmer Biomet that neither Customer nor any of Customer's staff or employees will promote Products or Services for any purposes for which the Products or Services are not indicated or approved by appropriate governmental or regulatory authorities.

e. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND EXHIBIT A TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ZIMMER BIOMET AND ITS THIRD PARTY CONTRIBUTORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS REQUIRED BY APPLICABLE LAW, ZIMMER BIOMET AND ANY APPLICABLE THIRD PARTY CONTRIBUTORS MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PRODUCTS WILL MEET ANY REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

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f. CUSTOMER ACKNOWLEDGES THAT NEITHER ZIMMER BIOMET NOR ITS THIRD PARTY CONTRIBUTORS ARE LICENSED TO PRACTICE AND DO NOT PRACTICE MEDICINE OR ANY OTHER HEALING PROFESSION. CUSTOMER'S USE OF THE PRODUCTS OR SERVICES, INCLUDING FOR PURPOSES OF ACCESSING CONTENT PROVIDED BY THIRD PARTY CONTRIBUTORS, DOES NOT CREATE A PATIENT OR CLIENT RELATIONSHIP BETWEEN CUSTOMER OR A PATIENT, ON THE ONE HAND, AND ZIMMER BIOMET, ANY THIRD PARTY CONTRIBUTOR OR ANY OF ZIMMER BIOMET'S AFFILIATES OR THIRD PARTY CONTRIBUTORS OR ANY MEDICAL STAFF AFFILIATED WITH, OR EMPLOYEES, CONTRACTORS OR AGENTS OF, ZIMMER BIOMET OR ANY OF ZIMMER BIOMET'S AFFILIATES, ON THE OTHER HAND. CONTENT PROVIDED BY THIRD PARTY CONTRIBUTORS DOES NOT CONSTITUTE MEDICAL ADVICE. ZIMMER BIOMET, THE SERVICES, AND PRODUCTS DO NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATION OF ANY KIND AND ARE NOT A SUBSTITUTE FOR THE INDEPENDENT PROFESSIONAL JUDGMENT OF A QUALIFIED HEALTH CARE PRACTITIONER. CUSTOMER REMAINS SOLELY RESPONSIBLE FOR, AND MAINTAINS COMPLETE AUTHORITY, SUPERVISION AND CONTROL OVER, ALL DECISIONS REGARDING PATIENT CARE, INCLUDING, WITHOUT LIMITATION, DIAGNOSES, TREATMENTS, PROCEDURES AND ALL OTHER PROFESSIONAL HEALTH CARE SERVICES, DOCUMENTATION OF PATIENT CARE, CLAIMS PROCESSING AND THE PAYMENT FOR HEALTH CARE SERVICES PROVIDED, AND CUSTOMER WILL NOT RELY ON ZIMMER BIOMET, THE PRODUCTS OR SERVICES, INCLUDING ANY CONTENT PROVIDED BY THIRD PARTY CONTRIBUTORS, TO MAKE PATIENT-SPECIFIC MEDICAL DIAGNOSES, FOR TREATMENT PURPOSES OR FOR HEALTH CARE CONSULTATION. NEITHER ZIMMER BIOMET NOR ITS THIRD PARTY CONTRIBUTORS WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY ACT OR OMISSION OF CUSTOMER OR ANY CUSTOMER EMPLOYEE, CONTRACTOR OR AGENT RELATING TO THE MEDICAL CARE PROVIDED BY, OR THE EXERCISE OF PROFESSIONAL MEDICAL JUDGMENT OF, CUSTOMER.

16. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT (A) OBLIGATIONS SET FORTH IN SECTION 17(B) OBLIGATIONS PURSUANT TO THE BAA, OR (C) AS MAY ARISE FROM ZIMMER BIOMET'S NEGLIGENCE, FRAUD, OR VIOLATION OF APPLICABLE LAW OR REGULATION, IN NO EVENT WILL THE LIABILITY OF ZIMMER BIOMET TO CUSTOMER FOR A GIVEN YEAR DURING THE TERM, FOR ALL CLAIMS AND LOSSES OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS AGREEMENT, EXCEED THE TOTAL PRICE OF THE SERVICES AND PRODUCTS ORDERED BY CUSTOMER. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO CASE WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. WITHOUT LIMITING THE FOREGOING, NEITHER PARTY WILL HAVE LIABILITY FOR DEFECTS OR NON-CONFORMANCES RESULTING FROM (I) UNAUTHORIZED OR IMPROPER MODIFICATIONS TO THE SERVICES OR PRODUCTS; (II) CUSTOMER'S FAILURE TO COMPLY WITH THE DOCUMENTATION, SPECIFICATIONS OR THIS AGREEMENT; OR (III) ANY INFORMATION INPUT INTO ANY PRODUCT OR SERVICE OR OTHERWISE PROVIDED BY OR ON BEHALF OF CUSTOMER OR ANY EMPLOYEE, CONTRACTOR, AGENT OR PATIENT OF CUSTOMER. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL APPLY TO ANY THIRD-PARTY CONTRIBUTORS AS IF THEY WERE THE PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

17. **Indemnification.**

a. Zimmer Biomet will indemnify, defend and hold harmless Customer and its Affiliates and its and their respective shareholders, directors, officers, employees and agents ("**Customer Indemnitees**") from and against any and all Losses paid or incurred by any Customer Indemnitee in connection with any third party Claim brought against any Customer Indemnitee arising from: (i) any actual infringement, misappropriation or other violation of third party intellectual property rights by the Services or Products when used for their intended purposes in accordance with this Agreement ("**Infringement Claim**"); or (ii) any design or manufacturing defect in any of the Services or Products in the form provided by or on

behalf of Zimmer Biomet ("**Defect Claim**"), to the extent such defect is attributable to Zimmer Biomet's actual or alleged (in writing) grossly negligent or more culpable acts or omissions. Zimmer Biomet has no obligation with respect to any Infringement Claim or Defect Claim arising from: (a) use of the Services or Products in combination with software, equipment, or other items not supplied or directed by Zimmer Biomet; (b) unauthorized modification of the Services or Products; (c) failure to install any updates, upgrades or enhancements as supplied or directed by Zimmer Biomet; (d) continued use of the Services or Products after Zimmer Biomet has notified Customer in writing to cease such use; or (e) the use of the Services or Products in violation of this Agreement or in a manner for which they were not designed or contemplated.

b. Subject to applicable law, Customer will indemnify, defend and hold harmless Zimmer Biomet and its Affiliates and Third Party Contributors, and its and their respective shareholders, directors, officers, employees and agents ("**Zimmer Biomet Indemnitees**") from and against any and all Losses paid or incurred by any Zimmer Biomet Indemnitee in connection with any third party Claim brought against any Zimmer Biomet Indemnitee arising from: (i) any actual or alleged (in writing) breach of this Agreement by or on behalf of Customer; or (ii) any modification, abuse, misuse, loss or damage to any Product or Service by or on behalf of Customer or while in Customer's possession or control. Customer retains all defenses to such indemnification that may exist under Nevada law. Any indemnification by Customer under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes.

c. If any of the Services or Products become, or in Zimmer Biomet's opinion are likely to become, the subject of an Infringement Claim, Zimmer Biomet may, at its sole option and expense: (i) procure for Customer the right to continue using the relevant Services or Products; (ii) replace or modify the relevant Services or Products so that they do not infringe, misappropriate or otherwise violate such third party intellectual property rights; or (iii) terminate Customer's right to use the infringing Services or Products and give Customer a refund or credit for the unused Fees actually paid by Customer for such Services or Products. This Section states Customer's sole and exclusive remedies, and Zimmer Biomet's entire liability, for any and all Infringement Claims.

d. If a Party ("**Indemnified Party**") learns of any third party Claim for which it believes it is entitled to indemnification, it will: (i) promptly notify the other Party ("**Indemnifying Party**"); (ii) reasonably cooperate with the Indemnifying Party in defending any such Claim; and (iii) provide the Indemnifying Party with control of the defense and settlement of such third party Claim. The Indemnifying Party will engage counsel reasonably acceptable to the Indemnified Party and will not settle any Claim admitting fault or liability of or imposing duties of performance or payment upon any Indemnitees without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. The Indemnitees will have the right to participate in the defense of any third party Claim (including without limitation by engaging separate counsel at their own expense) for which the Indemnified Party seeks indemnification. The Indemnified Party's failure to deliver prompt notice of the applicable Claim will relieve the Indemnifying Party of liability under this Section solely to the extent such failure was prejudicial to the Indemnifying Party's ability to defend such Claim.

e. Customer will indemnify, defend, and hold harmless the Zimmer Biomet Indemnitees from and against any and all Losses paid or incurred by any Zimmer Biomet Indemnitee in connection with any third party Claim brought against any Zimmer Biomet Indemnitee arising from the Customer Data provided by Customer to Zimmer Biomet in accordance with this Agreement. The procedures set forth in Section 17(d) of this Schedule will apply to the defense of any such third-party Claim.

18. **Termination.** A Party may terminate this Agreement as follows: (i) in whole or In Part, effective upon notice, if the other Party breaches this Agreement and fails to cure within thirty (30) days after receipt of notice specifying the nature of the breach; (ii) in whole or In Part, due to a Force Majeure Event, in accordance with Section 32 of this Schedule; (iii) in whole or In Part, effective upon notice, if the other Party becomes insolvent or bankrupt; (iv) with respect to particular Services or Products, In Part, effective upon notice, if such Services or Products thereunder are discontinued; (v) with respect to particular Services or Products, In Part, effective upon notice, if there is a change in applicable law that renders such Services or Products under this Agreement unlawful;

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and (vi) effective upon notice, if the other Party breaches Section 15(b) of this Schedule, or the other Party is excluded from participation in any Federal Healthcare Program. In addition, Zimmer Biomet may terminate this Agreement in whole or In Part (a) upon ten (10) days' notices if Customer fails to pay amounts due, and (b) immediately upon notice if Customer uses any Services or Products in a manner for which they are not indicated or approved.

19. **Effect of Termination.** Termination or expiration of this Agreement in whole or In Part will not relieve any Party of any obligations that are expressly indicated to survive termination or expiration or prejudice any rights that have accrued to the benefit of any Party prior to such termination or expiration. Upon expiration or earlier termination of this Agreement in whole or In Part, Customer will, and will cause any persons or entities to whom Customer has provided or made available the Services to, immediately discontinue use of the Services. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. Notwithstanding anything in this Master Agreement, the rights and obligations under the following provisions will remain in full force and effect following expiration or termination of this Master Agreement in whole or In Part and will be enforceable following such expiration or termination: Sections 4, 8, 14, 15(e) and 15(f), 16, 17, 19, 20-29 and 31-40of this Schedule.

20. **Records and Disclosure of Discounts.**

    a. Pursuant to the requirements of 42 CFR 420.300 et seq., Zimmer Biomet agrees to make available to the Secretary of Health and Human Services ("**HHS**"), the Comptroller General of the Government Accounting Office ("**GAO**") or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder for a period of four (4) years after the furnishing of Services and Products hereunder for any and all Services or Products furnished under this Agreement. In addition, Zimmer Biomet agrees to require by contract that each subcontractor makes available to the HHS and GAO, or their authorized representative, all contracts, books, documents, and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of Services and Products thereunder.

    b. If Zimmer Biomet carries out the duties of this Master Agreement through a subcontract worth $10,000 or more over a twelve-month period with a related organization, the subcontract will also contain clauses sufficient to permit access by Customer, the Secretary, the United States Comptroller and their representatives to the related organization's books and records.

    c. If applicable, Zimmer Biomet will provide Customer with invoices or other documents that fully and accurately disclose the discounted price of all Services and Products purchased under this Agreement. If Customer is an institution required to file Medicare/Medicaid cost reports with federal or state agencies for payment, Customer acknowledges that Customer has an obligation under federal law to fully and accurately report all discounts received in its cost reports. (Public Law 100-93, the "Medicare and Medicaid Patient and Program Protection Act of 1987"; 42 CFR part 1001).

    d. Customer agrees that, upon the request of the U.S. Department of Health and Human Services or a state healthcare agency, it will fully disclose the discounts offered hereunder.

21. **Regulatory Matters.** Upon learning of any actual or threatened charges, complaints or claims of any nature related to the Products or Services, Customer will immediately forward to Zimmer Biomet all information concerning the same. Customer will cooperate with and assist Zimmer Biomet in investigating and defending any such charges, complaints, or claims, including without limitation by providing information gathering assistance and giving oral or written testimony as to all facts in its possession concerning such charges, complaints, or claims.

22. **EEO Affirmation.** Unless this Master Agreement is exempt from compliance with applicable law, Zimmer Biomet will comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, 41 CFR Part 60-250 and 41 CFR Part 60-741, as amended, which are incorporated herein by specific reference.

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23. **Transparency Reporting.** The Parties acknowledge that certain state or federal laws now or in the future may require disclosure of information on compensation, gifts or other remuneration provided to physicians and other health care professionals. Zimmer Biomet will have the sole and absolute discretion for making the determination whether to report remuneration provided under this Agreement pursuant to such laws. Customer agrees to promptly provide Zimmer Biomet with such information Zimmer Biomet requests to comply with such reports and in an accurate, whole, and timely manner complete any and all documents required by Zimmer Biomet or any state or federal agency in connection with such reports.

24. **Confidentiality of Agreement.** Customer will maintain in confidence, and will not disclose to any third party, the pricing, or terms of this Agreement, except as otherwise required by law or court order.

    a. Public Records. Notwithstanding any provision in this Agreement to the contrary, Zimmer Biomet acknowledges that Site 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 Zimmer Biomet has claimed to be confidential and proprietary, Customer will immediately notify Zimmer Biomet of such demand and Zimmer Biomet shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Zimmer Biomet 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 Zimmer Biomet documents in Customer's custody and control which Zimmer Biomet claims to be confidential and proprietary. For the avoidance of any doubt, Zimmer Biomet hereby acknowledges that this Agreement will be posted for approval by Customer's governing body.

25. **Intellectual Property Rights.** Solely as between the Parties, Zimmer Biomet solely and exclusively owns or licenses all right, title and interest in and to all intellectual property and other proprietary rights in and to (i) the Services, (ii) the Products, and (iii) any improvements, enhancements, upgrades, modifications, or derivative works to either the Services or the Products. This Agreement grants no express or implied license, right or interest to Customer in or to any intellectual property or proprietary rights, other than the non-exclusive license rights expressly granted pursuant to the Attachments.

26. **Third Party Contributors.** Third Party Contributors of portions of the Services, Products, or content available through any Services or Products, may require acceptance of different or additional terms for access to their contributions.

27. **ZB Edge Analytics.** The Parties agree Zimmer Biomet is providing Customer with access to the ZBEdge™ Dynamic Intelligence™ Platform, including ZBEdge Analytics, for the purposes of offering the ZBEdge Analytics Services, as described below. Customer understands and agrees that Customer Data, including aggregated Customer Data, shall be utilized by Zimmer Biomet for the following purposes in connection with the services:

    - Generation of performance analytics to enable Customer to receive pre-operative, intra-operative, and post-operative insights; and
    - Provision of benchmarking services to enable Customer to compare Customer's practice against other surgeon cohorts.

    Customer permits Zimmer Biomet to share the aggregated Customer Data with other customers of Zimmer Biomet. For the avoidance of doubt, De-identified Data shall not be considered Customer Data.

28. **Feedback.** Any ideas, comments, suggestions or other feedback regarding the Services or Products ("**Feedback**") provided by or on behalf of Customer or its Affiliates or its or their employees, contractors or agents is provided voluntarily and knowingly. Customer will and does hereby assign to Zimmer Biomet all worldwide right, title and interest, in and to all intellectual property rights and other proprietary rights in and to all Feedback. Customer will obtain all rights necessary from its Affiliates and its and their employees, contractors, and agents to assign such rights to Zimmer Biomet.

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29. **Data.** This Section 29 applies to Customer Data.

    a. Customer represents, warrants, and covenants to Zimmer Biomet that Customer has and will have the necessary rights, authorizations, approvals, and other consents in and relating to Customer Data so that, as received by Zimmer Biomet and processed in accordance with this Agreement (including without limitation by any contractor or service provider of Zimmer Biomet), such data does not and will not infringe, misappropriate or otherwise violate any third party rights or violate any applicable law. Customer further agrees to inform Patients and Users about the transfer and processing of their Personal Information under this Agreement, and to provide access to the Zimmer Biomet Privacy Notice available at https://www.zimmerbiomet.com/en/corporate/privacy-notice.html.

    b. Intentionally omitted and addressed by 17(e).

    c. Customer owns the Customer Data. Customer is solely responsible for providing complete and accurate Customer Data to Zimmer Biomet in connection with Zimmer Biomet's provision of the Services and Products. Customer will take appropriate steps to maintain the integrity of the Customer Data and prevent its unauthorized alteration or destruction. Zimmer Biomet has no obligation to review or evaluate the completeness, accuracy or integrity of any Customer Data, and Zimmer Biomet is not liable or responsible for the accuracy, content or completeness of any Customer Data or any use of Customer Data by or on behalf of Customer, or analyses or outcomes based upon Customer Data. Zimmer Biomet has no obligation to back up any Customer Data.

    d. To the extent that the Customer Data created, received, maintained, transmitted, or otherwise processed by Zimmer Biomet includes PHI, Zimmer Biomet will process such PHI in accordance with the applicable BAA. Notwithstanding anything in this Agreement to the contrary, Customer hereby grants to Zimmer Biomet and its Third Party Contributors the perpetual, irrevocable right to use Customer Data to create de-identified data in accordance with applicable law ("**De-identified Data**"). For the avoidance of doubt, De-identified Data shall not be considered Customer Data. Customer further authorizes Zimmer Biomet to create other data or datasets from Customer Data to the extent such Customer Data does not include PHI ("**Other Analytics Data**"). Zimmer Biomet and its successors and assigns and Third Party Contributors may use and disclose, and permit others to use and disclose, the De-identified Data, and any Other Analytics Data, for any lawful purpose. In addition, notwithstanding anything in this Agreement to the contrary, Customer also grants Zimmer Biomet and its Third Party Contributors the right to perform data aggregation services for the health care operations of Customer, and to provide services and aggregated data to other customers of Zimmer Biomet, each as permitted by applicable law, using Customer Data. Zimmer Biomet will not publicly identify Customer as the source of the De-identified Data or aggregated data unless Customer otherwise provides consent in writing. The Parties will be bound by and comply with all applicable laws governing the confidentiality of patient records, employee records and other personal data, including without limitation state labor law (pertaining to employee information) and business law (pertaining to social security numbers).

    e. Customer acknowledges that Zimmer Biomet and its Third Party Contributors may seek the consent and/or authorization (as required by applicable law) from the patient for continued collection and processing of personal data, including personal data collected and processed from said Products during the Term. Such personal data shall not be considered Customer Data and, notwithstanding any other provision of this Agreement or the BAA, shall be used by Zimmer Biomet and its Third Party Contributors per such applicable consent and/or authorization. Zimmer Biomet and its Third Party Contributors may transfer said personal data to patient or patient's health care providers at the direction of patient.

30. **Zimmer Biomet Product Recall Policy.** Should Zimmer Biomet discover any situation with distributed Products or Services whose continued use or exposure could result in a risk to health for the patient or the health care professional, Customer will comply with any recall related action, or any such situation as directed by Zimmer Biomet. In the event of a recall, Customer will fully cooperate with Zimmer Biomet to provide access to any Products or Services, as well as any information related to the tracking and inventory of the Products.

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31. **Use of Names; Publicity.** Neither Party will use the names of the other Party or any trademark, trade name, trade style or registered design that is the property of or currently in use by the other Party, on any web site or in any printed materials, publicity, advertising or for trade or other commercial purposes without the prior written consent of the other Party.

32. **Force Majeure.** Neither Party will be liable or responsible to the other Party, nor will it be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, when and to the extent such failure or delay is caused by matters beyond the reasonable control of the impacted Party, whether or not reasonably foreseeable, including without limitation acts of God, strikes or lockouts, embargo, national emergency, fire, flood, natural disaster, civil commotion, riots, wars, revolution, acts of terrorism, blockade, acts of government preventing performance, pandemic or disease outbreak or delays caused by third party distributors or providers of Products, Services or components thereof ("**Force Majeure Event**"); provided, however, that the foregoing will not excuse Customer from its minimum spend obligations or case commitments, if applicable or from paying fees due. Upon a Force Majeure Event, the impacted Party: (i) will notify the other Party in writing of the delay as soon as practicable after the impacted Party knows or has reason to know that the Force Majeure Event will cause a disruption, stating the period of time it expects the disruption to continue; (ii) use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event; and (iii) resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the disruption. Notwithstanding the foregoing, if the impacted Party's performance remains disrupted or its failure or delay remains uncured for a period of ninety (90) days, the other Party may terminate this Agreement in whole or In Part upon notice.

32. **Assignment.** Neither Party may assign its rights and obligations under this Agreement to any third party without the express prior written consent of the other Party; provided, however, that Zimmer Biomet may assign or delegate with notice, all or any part of its rights and obligations hereunder without the need for Customer's consent to any subcontractor or Affiliate of Zimmer Biomet or, in the event of a merger, acquisition, change of control, reorganization or sale of substantially all of Zimmer Biomet's assets, to Zimmer Biomet's successor. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.

33. **Notices.** All notices and other communications in connection with this Master Agreement will be in writing and will be sent to the respective Parties at the addresses set forth on the signature page to this Master Agreement above, or to such other addresses as may be designated by the Parties in writing from time to time in accordance with this Section. Notices will be sent by hand, by registered or certified mail, postage prepaid or by express courier service, service fee prepaid, in accordance with this Section. All notices will be deemed given and received: (i) if delivered by hand, immediately; (ii) if sent by mail, three (3) business days after posting; or (iii) if delivered by express courier service, the next business day in the jurisdiction of the recipient.

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

34. **Choice of Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, EXCLUDING ITS CHOICE OF LAW OR CONFLICTS PRINCIPLES. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

35. **Export Controls.** This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the Parties from time to time. Customer will at all times comply with export control, sanctions and all other applicable laws when accessing or using the Services or Products.

36. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the Services and Products, and supersedes all previous negotiations, agreements, and commitments (written or oral) with respect thereto. If there is any inconsistency between the terms of this

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Agreement and the terms of any PO or documentation from Customer, the terms of this Agreement will prevail. If there is any inconsistency between the terms of this Schedule 1 and any other Attachment, the terms of such other Attachment (but only as related to the subject matter of such Attachment) will prevail. If there is any conflict between the BAA and this Master Agreement, the terms of the BAA will prevail (but only as related to the subject matter of such BAA). No amendment or modification will be binding upon the Parties unless in writing and duly executed by both Parties.

37. **Independent Contractors.** The Parties are independent contractors and nothing in this Agreement places the Parties in the relationship of employer and employee, principal and agent, partners, or joint venturers.

38. **Waiver; Illegality.** Any term or condition may be waived by the Party that is entitled to the benefit thereof, but only by an instrument in writing duly executed by the Party waiving such term or condition. The waiver by a Party of a right or of the failure to perform or a breach by the other Party will not be deemed a waiver of any other right hereunder or of any other failure or breach by such other Party, even if of a similar nature. The illegality or invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of this Agreement or any other provision of this Agreement.

39. **Audit.** From time to time during the Term and for three (3) years thereafter, Zimmer Biomet will have the right (but not the obligation) to audit Customer's books, records, facilities, computers, and systems to confirm Customer's compliance with this Agreement and any records related to the Products or Services, including without limitation any damaged, contaminated, wasted, destroyed, recalled, or expired Products or Services. If any audit discloses a breach of this Agreement by Customer, Customer will be responsible for any additional Fees owed by Customer. By conducting a physical audit or examination pursuant to this Section, Zimmer Biomet will not assume any liability for violations of applicable law that Zimmer Biomet fails to discover, nor will Zimmer Biomet assume any obligation to remedy violations of applicable law that Zimmer Biomet discovers in such physical audit or examination. Customer agrees it will be solely liable for any violations of such applicable law.
40. 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. 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 the Customer of its obligation incurred through the 30th day of June of the fiscal year for which monies were appropriated.

41. **Counterparts.** This Agreement may be executed in the original or electronically in one or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement.

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EXHIBIT A to Schedule 1:
Warranties

Product Warranties. Unless otherwise set forth in the below table or specified in Zimmer Biomet's written materials pertaining to a particular Product, Zimmer Biomet warrants to Customer that Products purchased under this Master Agreement conform to Zimmer Biomet's published specifications ("**Specifications**") and are free from defects in workmanship and material at the time of shipment. If, upon inspection within a reasonable time after delivery and before implantation or use, Customer discovers a failure of a Product to conform to Specifications or a defect in material and workmanship, it must promptly notify Zimmer Biomet in writing.

The foregoing warranties, unless otherwise agreed by the Parties in a written addendum to this Master Agreement or expressly provided in the Specifications, shall extend for a period of one (1) year commencing on the date of shipment of the Product to Customer.

This warranty does not extend to or cover: (a) any product, components, or parts not manufactured or sold by Zimmer Biomet; (b) damage caused by use of any Product for purposes other than those for which it was designed as indicated in Zimmer Biomet's published materials; (c) damage caused by unauthorized attachments or modification; (d) any other abuse or misuse by Customer, its employees, representatives, contractors and agents; (e) any Zimmer Biomet Product where the Customer receives the Product from a person or entity that is not affiliated with or authorized by Zimmer Biomet, or (f) any Product after implanted into a patient.

Product/Service	Warranty
mymobility® SaaS Services **Joints™ System** **OrthoGrid**	**Platform Limited Warranties.** Zimmer Biomet warrants to Customer that (a) the SaaS Services will function substantially in accordance with Zimmer Biomet's publicly available specifications for a period of the Term of the applicable SOW; and (b) Services will be performed in a professional manner consistent with the practices and standards of care generally accepted within Zimmer Biomet's industry. **Warranty Limitations.** Zimmer Biomet will have no liability for defects or non-conformances resulting from (a) unauthorized, improper or inadequate modification, maintenance or calibration by Customer or any third party; (b) Software, Services, and content provided by Third Party Contributors and any other software, hardware, interfacing, or supplies not supplied by Zimmer Biomet; (c) Customer's failure to comply with applicable specifications provided to Customer; (d) improper preparation or maintenance by Customer or a third party; or (e) any Customer Data. TO THE FULLEST EXTENT PERMITTED BY LAW, ZIMMER BIOMET AND THIRD PARTY CONTRIBUTORS DO NOT WARRANT THAT THE PLATFORM WILL MEET THE REQUIREMENTS OF CUSTOMER OR ANY USERS OR THAT THE OPERATION OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. WHILE ZIMMER BIOMET SHALL USE ITS REASONABLE EFFORTS TO MEET DEADLINES FOR PERFORMANCE OF ITS SERVICE OBLIGATIONS UNDER ANY SLA, TIME FOR SUCH PERFORMANCE SHALL NOT BE OF THE ESSENCE OF THE SLA AND ZIMMER BIOMET SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN PERFORMANCE UNDER THE SLA. EXCEPT FOR THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED, ZIMMER BIOMET MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THE PLATFORM MEETS ANY TECHNOLOGY, SECURITY, INFRASTRUCTURE OR PRIVACY SPECIFICATIONS AS MAY BE REQUIRED BY ANY STATE, FEDERAL OR INTERNATIONAL PRIVACY LAWS GOVERNING

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	THE USE OF AUDIO OR VIDEO COMMUNICATION TECHNOLOGY FOR HEALTH CARE SERVICES. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE STATE, FEDERAL, AND INTERNATIONAL LAWS AND ANY APPLICABLE THIRD-PARTY PAYOR REIMBURSEMENT REQUIREMENTS WITH REGARD TO ANY SERVICE PROVIDED UNDER A SLA OR CUSTOMER'S USE OF THE PLATFORM. IN NO EVENT SHALL ZIMMER BIOMET OR ANY THIRD PARTY CONTRIBUTOR BE LIABLE FOR CUSTOMER'S NON-COMPLIANCE WITH ANY LAW, RULE OR REGULATION OR ANY THIRD PARTY PAYOR REIMBURSEMENT REQUIREMENT RESULTING FROM CUSTOMER'S USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION: (A) MEDICAL DOCUMENTATION REQUIREMENTS; (B) REQUIREMENTS RELATED TO THE USE OF AUDIO OR VIDEO COMMUNICATION TECHNOLOGY FOR HEALTH CARE SERVICES; (C) ORIGINATING AND DISTANT SITE REQUIREMENTS; OR (D) STATE OR NATIONAL LAW LICENSURE OR LOCATION REQUIREMENTS. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD ZIMMER BIOMET AND THIRD PARTY CONTRIBUTORS HARMLESS FROM AND AGAINST ANY LOSS, CLAIM, DAMAGE, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) OR LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE PLATFORM.
Patient Base Stations	Zimmer Biomet disclaims all representations and warranties with regards to Patient Base Stations but will pass through to Customer all manufacturer warranties. The foregoing warranties shall extend for a period of one (1) year commencing on the date of shipment of the Base Station to Customer. These manufacturer warranties survive termination or expiration of this Master Agreement.
ROSA	Unless otherwise specified in Zimmer Biomet's written materials, Zimmer Biomet warrants to Customer that Products purchased under this Agreement conform to Zimmer Biomet's published specifications ("**ROSA Specifications**") and are free from defects in workmanship and material at the time of shipment. The foregoing warranties, unless otherwise agreed by the Parties in a written addendum to this Agreement or expressly provided in the ROSA Specifications, shall extend for a period of one (1) year commencing on the date of shipment of the Product to Customer. This warranty may be cancelled: (a) in the event of unforeseen circumstances beyond Zimmer Biomet's control (acts of God) which do not engage Zimmer Biomet's responsibility (fire, floods, natural disasters, etc.); (b) if the Product has been moved to a different facility without Zimmer Biomet's prior knowledge; (c) if Customer has outstanding invoices with Zimmer Biomet; (d) if Customer misuses or abuses the Product; (e) if Customer's use of Product is non-conforming to Zimmer Biomet's Specifications; (f) if Customer attempts any unauthorized repairs or modifications; or (g) if Customer does not allow time-sensitive preventative or corrective maintenance.
OptiVu™	Zimmer Biomet disclaims all representations and warranties with regard to Product but will pass through to Customer all manufacturer warranties. Customer should contact Zimmer Biomet regarding any warranty claims, and Zimmer Biomet will coordinate Customer's making of its claim with the manufacturer. Zimmer Biomet disclaims any warranty coverage of the following (which may also void manufacturer warranties of third party-manufactured Products): (a) any product, components, or parts not manufactured or sold by Zimmer Biomet;

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	(b) damage caused by use of any Product for purposes other than those for which it was designed as indicated in Zimmer Biomet's published materials; (c) damage caused by unauthorized attachments or modification; (d) Customer's failure to comply with all instructions for use, manuals, quick start guides, and other documentation provided with any Product, including improper storage, use, or cleaning of any product; (e) any other abuse or misuse by Customer, its employees, representatives, contractors and agents; (f) any Zimmer Biomet Product where the Customer receives the Product from a person or entity that is not affiliated with or authorized by Zimmer Biomet; or (g) any software application not provided by Zimmer Biomet or any damage resulting from the use thereof. Any warranty related to a Product may be cancelled: (a) in the event of unforeseen circumstances beyond Zimmer Biomet's control (acts of God) which do not engage Zimmer Biomet's responsibility (fire, floods, natural disasters, etc.); (b) if the Product has been moved to a different facility without Zimmer Biomet's prior knowledge; (c) if Customer has outstanding invoices with Zimmer Biomet; (d) if Customer misuses or abuses the Product; (e) if Customer's use of Product is non-conforming to Zimmer Biomet's specifications; (f) if Customer attempts any unauthorized repairs or modifications; or (g) if Customer does not allow time-sensitive preventative or corrective maintenance. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THESE OPTIVU PURCHASE TERMS OR THE PRODUCTS OR MATERIALS TO BE PROVIDED UNDER THESE OPTIVU PURCHASE TERMS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED.

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Customer Facilities

University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Account #: 10010216

ZIMMER BIOMET

Service and License Agreement

This Service and License Agreement ("**SLA**") is between Zimmer US, Inc. ("**Zimmer Biomet**") and University Medical Center of Southern Nevada ("**Customer**"). This SLA governs Customer's access to and use of the SaaS Services and Software. This SLA is subject to Schedule 1 of, and is a part of, the Master Agreement entered into by and between the Parties, dated as of the Effective Date. Terms used but not otherwise defined herein have the meaning set forth elsewhere in the Master Agreement. In the event that the Master Agreement terminates while any SOW under this SLA is in effect, the term of the Master Agreement will be extended and will survive solely for purposes of the applicable SOW. In the event of conflict(s) between any terms in this SLA and the Master Agreement, this SLA will prevail (but only as related to the subject matter of this SLA).

SLA Terms and Conditions

1. **Certain Definitions**.

   a. "**Patient Users**" means patients who are authorized by Customer to access and use the SaaS Services or Software as applicable and as permitted by this SLA.

   b. "**Customer Users**" means those persons, other than patients, authorized by Customer to access and use the SaaS Services or Software as applicable and as permitted by this SLA.

   c. "**SOW Term**" means the term set forth in the applicable SOW.

   d. "**Users**" means Customer Users and Patient Users.

   e. "**User ID**" means a unique username for accessing and using the SaaS Services or Software, as applicable.

2. **Permission to Use SaaS Services.** Subject to the Customer's compliance with the terms and conditions of this SLA, Zimmer Biomet grants to Customer a non-exclusive, non-transferable, limited-term right, without the right to sub-license, for Users to access, display and use the SaaS Services during the SOW Term solely for, in the case of Customer Users, Customer's internal business purpose(s) and, in the case of Patient Users, for such patient's own individual health purposes.

3. **Software License.**

   a. Subject to the Customer's compliance with the terms and conditions of this SLA, Zimmer Biomet grants to Customer a revocable, non-transferrable, non-sublicensable, royalty free right and license to use the Software during the SOW Term to the extent necessary to use the Products in accordance with this SLA. This Section 3(a) does not apply to OSS, defined below.

   b. The Software may include components that are subject to licenses that are approved by the Open Source Initiative ("**Open Source Licenses**" and such Software, "**OSS**"). Each item of OSS is licensed under the terms of the Open Source Licenses applicable to such OSS, and Customer will have such rights and licenses to OSS as are set forth in the applicable Open Source Licenses.

4. **Authorized Use Only.** Customer will monitor all activities conducted through any User ID and will be responsible and liable for any activities conducted using any User ID or password in accordance with this SLA as if such acts or omissions were those of Customer. Customer will ensure that, in accessing and using the SaaS Services and Software, Users comply with this SLA and applicable law. Customer will notify Zimmer Biomet within one (1) business day of becoming aware of any unauthorized access to or use of the SaaS Services or Software or data stored or processed thereby, and will reasonably cooperate with Zimmer Biomet in the enforcement of this SLA against Users.

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5. **Certain Restrictions on Use of SaaS Services and Software.** Customer will not, and will not permit others to: (i) reproduce, display, download (except, with regards to Software, as authorized herein), modify, create derivative works of, distribute, electronically transmit, sell, resell, rent, lease, license or sublicense the SaaS Services or Software or any component thereof (provided, that if applicable, the foregoing will not limit the use of Implants in patients or other provision of Products or Services to patients in accordance with their intended purpose); (ii) use any SaaS Services or Software, or any component thereof, to operate a service bureau, for time sharing purposes or to benefit any third party other than the patients for which they are intended; (iii) reverse engineer, decompile, disassemble or attempt to discover or derive any source code, algorithms or other software logic included in the SaaS Services or Software; (iv) permit anyone, other than the then-currently authorized Users with authorized login credentials, to access the SaaS Services or Software; (v) scrape or otherwise access or acquire any data or information through the SaaS Services or Software, in any form other than as Zimmer Biomet makes available to Customer in the ordinary use of the SaaS Service or Software; (vi) take any action that overrides or undermines any security safeguards that apply to the SaaS Services or Software or impairs the functionality of the SaaS Services or Software; (vii) introduce or activate any viruses, worms, Trojan horses, backdoors, drop dead devices or other harmful or malicious code into the SaaS Services or Software; (viii) access, use or otherwise exploit the SaaS Services or Software except as expressly authorized in this SLA; (ix) interfere with any SaaS Services or Software; (x) alter, remove, obscure or modify the location, content or appearance of any disclaimers or proprietary rights notices included in the SaaS Services or Software; or (xi) access or use the SaaS Services or Software in a manner that violates any applicable law or contract.

6. **Customer's Obligations.** Customer will: (i) allocate one internal employee for a specified period of time to assist in implementing the SaaS Services and Software; (ii) have in place the appropriate browser and other software and hardware for accessing the SaaS Services and Software; and (iii) protect and keep confidential all User IDs and passwords and notify Zimmer Biomet immediately in the event that such confidentiality is compromised. Customer will ensure that each User accesses and uses the SaaS Services and Software through a unique User ID and password; provided that the foregoing may not apply to Software in Implants or other firmware on Products. Customer represents, warrants and covenants to Zimmer Biomet that: (a) each User has all necessary rights and authority to access, use and disclose PHI as contemplated by this SLA in compliance with all applicable laws, including without limitation HIPAA; and (b) Customer will immediately notify Zimmer Biomet if any User ceases to meet the qualifications set forth herein.

7. **Suspension.** Without prejudice to any other rights available to Zimmer Biomet, and to the extent permitted by applicable law, Zimmer Biomet will have the right, in its sole and absolute discretion, to suspend access to or use of SaaS Services or Software (except that the foregoing will not apply to Patient User's rights with respect to Software in Implants) by Customer or any User, where Customer has breached this SLA (including without limitation any failure to make timely payment of any Fees or other amounts pursuant to any SOW hereunder). In the event that Zimmer Biomet suspended access to or use of any SaaS Services or Software for non-payment, Upon Customer's payment of all outstanding amounts due, including without limitation late fees and any reinstatement fees, Zimmer Biomet will resume such suspended Services and Software pursuant to the terms of this SLA, unless Zimmer Biomet remains entitled to suspend for another breach of this SLA. Where reasonably possible, Zimmer Biomet will deliver notice to Customer following the suspension of any User's access to or use of any SaaS Services or Software. Customer will prevent any User whose rights have been so suspended from accessing or using the SaaS Services or Software.

8. **Setup, Support and Maintenance Services.** Customer will provide Zimmer Biomet with an initial list of Customer Users and a description of the type of access required for each Customer User. Zimmer Biomet will create initial Customer User accounts based on the information provided by Customer. After the initial setup, Customer will manage the Customer Users and all Patient User accounts. Zimmer Biomet will provide Customer with technical support and maintenance services as set forth in the applicable SOW.

9. **Provision of Information.** Customer acknowledges that effective utilization of the SaaS Services and Software provided hereunder requires that accurate and complete information be provided by Customer. Accordingly, Customer will make all reasonable efforts to comply with requests from Zimmer Biomet, including, but not limited to, any clinician information needed to enroll Customer Users on the SaaS Services and information necessary

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to support Customer's compliance with the SLA, and Customer will maintain responsibility for the accurateness and completeness of all information provided to Zimmer Biomet.

10. **Marketing Materials Kit; Intellectual Property License.** Upon execution of this SLA, Customer may request a Marketing Materials Kit ("**Kit**") from Zimmer Biomet. Zimmer Biomet may grant or deny the request at its sole discretion. Upon receipt of the Kit, Customer may add its trade name and contact information to the materials provided in the Kit and disseminate the materials to its customers during the term of this SLA, solely in the form and manner which the materials are intended to be used as described in the Kit. Included within the Kit are materials containing intellectual property owned by or licensed to Zimmer Biomet. By granting the request and providing the Kit to Customer, Zimmer Biomet hereby grants to Customer a non-exclusive, royalty free, limited-use, non-transferrable and non-sublicensable license under Zimmer Biomet's intellectual property rights to use the Kit for purposes of marketing the SaaS Services and related Services and Products, as made available by Customer to patients. Customer agrees that it will make no changes, edits or modifications whatsoever to the Kit or the materials (printed and electronic) contained therein. Customer acknowledges that Zimmer Biomet owns and retains all intellectual property rights in and to the Kit, except as expressly licensed in this Section, and that all goodwill arising from use of the Kit will inure to the benefit of, and Customer hereby perpetually and irrevocably assigns all such goodwill to, Zimmer Biomet. Customer agrees that the nature and quality of all Products and Services, and the use of the Kit and the Products and Services provided thereunder, will conform to quality standards set by and under the control of Zimmer Biomet, as may be notified by Zimmer Biomet to Customer from time to time. Zimmer Biomet will have the right to inspect or supervise use of the Kit at any time to ensure that the use of the Kit conforms to the standards of Zimmer Biomet. Zimmer Biomet will have the right to unilaterally terminate the license to use the Kit at any time at the sole discretion of Zimmer Biomet, with or without cause. Customer's use of the Kit (including without limitation any printed or electronic materials therein and any printed or electronic copies thereof) will cease immediately upon notice by Zimmer Biomet to Customer of termination of the license.

11. **Effect of Termination.** Notwithstanding anything in this SLA, the rights and obligations under the following provisions of this SLA will remain in full force and effect following expiration or termination of this Agreement and will be enforceable following such expiration or termination: Section 5.

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EXHIBIT A to Service and License Agreement

OrthoGrid
Statement of Work

This is a SOW for the delivery, installation, service, and support for OrthoGrid Software, OrthoGrid SaaS Services, and Consigned Products ("**OrthoGrid**") between Zimmer US, Inc. ("**Zimmer Biomet**") and University Medical Center of Southern Nevada ("**Customer**") ("**SOW**"). Defined terms used in this SOW, but not defined herein, shall have the same meaning as defined in the Master Agreement or SLA.

OrthoGrid Products

OrthoGrid Software License Grant. Subject to the provisions of this SOW as well as the payment of all applicable Fees, Zimmer Biomet hereby grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable, and non-assignable right and license to use OrthoGrid software in connection with any surgeries or other medical procedures (each a "**Case**") by Customer ("**OrthoGrid Software**"). Any updates or upgrades to the OrthoGrid software shall be subject to separate charge or included with the purchase of a separate services offering. Certain software upgrades and additional software Products may require the purchase of additional hardware Products.

OrthoGrid SaaS Services. Subject to the provisions of this SOW as well as the payment of all applicable Fees identified in Schedule A, Zimmer Biomet grants Customer a non-exclusive, non-transferable, limited-term right, without the right to sub-license, for users to access, display and use the software as a service(s) and other hosted services in connection with any surgeries or other medical procedures by Customer ("**OrthoGrid SaaS Services**").

Consigned Products. Zimmer Biomet shall provide hardware for the OrthoGrid Software and OrthoGrid SaaS Services on a consignment basis ("**Consigned Products**"). Zimmer Biomet disclaims all representations and warranties with regards to the Consigned Products but will pass through to Customer all applicable manufacturer warranties. Consigned Products are listed on Schedule A.

Customer Facility. OrthoGrid may only be used at Customer's location or at a hospital, clinic, medical office, or other operation that Customer, either directly or indirectly, operates, manages, controls, or owns and that is listed on Schedule B ("**Customer Facility**").

SecureLink Access. Zimmer Biomet hereby grants to Customer a secure VPN for billing, software update, and servicing for OrthoGrid ("**SecureLink Access**"). This SecureLink Access must be activated and registered upon receipt for OrthoGrid to securely download all the usage logs. Customer is responsible for adhering to fee requirements, which include entering the correct Medical Records Number (MRN), prescribing surgeon's name, and other relevant information. Customer shall permit and facilitate Zimmer Biomet, at mutually agreed upon times, reasonable access to Customer's inventory, either locally or through remote SecureLink Access to review Customer's use of OrthoGrid (including the number of surgeries performed).

Consignment Terms and Conditions

Title and Risk of Loss. Title to the Consigned Products shall remain with Zimmer Biomet at all times during the OrthoGrid Term. Customer shall not encumber the Consigned Products in any way, and further shall not remove the Consigned Products from Customer's place of business without first obtaining written consent of Zimmer Biomet. Notwithstanding the foregoing, Customer hereby grants to Zimmer Biomet a security interest in the Consigned Products as security for all Customer's liabilities and obligations hereunder.

Customer agrees to accept, take delivery of, store, and ensure that the Consigned Products are maintained in good repair, condition and in proper working order by entering into and maintaining a service agreement between the parties, use said Consigned Products as medically indicated and agrees to take full legal and financial

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responsibility for any and all loss, damage, or destruction of said Consigned Products while in Customer's possession until the Consigned Products are returned to Zimmer Biomet.

Customer agrees that it shall (a) furnish proper storage and security for all Consigned Products supplied hereunder and pay for all damages to the Consigned Products (ordinary wear and tear excepted).

Customer agrees to permit Zimmer Biomet entry into the premises where Consigned Products supplied hereunder are stored, from time to time. Such entry shall occur during normal business hours for the purpose of inspecting and inventorying such Consigned Products and removing Consigned Products if Customer fails to meet its obligations under this SOW.

Insurance. During the OrthoGrid Term or any extension to this SOW, Customer, pursuant to Section 41.038 of the Nevada Revised Statutes maintain a self-insured retention in the amount of $2,000,000.00 covering the Consigned Products against physical damage or loss, including theft, for its full replacement cost. If requested by Zimmer Biomet, Customer shall provide evidence of such insurance coverage.

Commencement and Term

OrthoGrid Term. This SOW shall commence as of the "**Installation Date**" and continue in full force for a period of twenty-four (24) months ("**OrthoGrid Term**"). The Installation Date is the date on which Customer receives access to OrthoGrid by adding one or more prescribing surgeons and delivery of Consigned Products. This SOW may be renewed upon mutual written amendment for three (3) successive one (1) year periods (each, a "Renewal Term"). In no event shall the Term exceed five (5) years from the Effective Date. Zimmer Biomet may terminate this SOW by providing sixty (60) days prior written notice.

Return of Consigned Products upon Termination or Expiration. Customer shall have thirty (30) days to return to Zimmer Biomet, at Zimmer Biomet's expense, the Consigned Products in Customer's possession upon any termination or expiration of this SOW. If Customer fails to return any Consigned Products, then Customer shall make monthly payments equal to the average monthly number of cases since its effective date multiplied by the Fee Per Case payment contemplated by this SOW until the earlier of (i) the date on which all Consigned Products in Customer's inventory have been returned and accounted for or (ii) the date that is twelve (12) months after the effective date of termination or expiration of this SOW.

Support and Maintenance Services

Annual Support and Maintenance Services. Zimmer Biomet shall provide the following "**Annual Support and Maintenance Services**":

OrthoGrid Software and OrthoGrid SaaS Services:

- Remote support Monday through Friday (excluding holidays) from 6:30 am MT to 5pm MT by calling 801-703-5866 – time may be adjusted at discretion of Zimmer Biomet and communicated with thirty (30) days' notice to Customer.
- Updates and upgrades to the OrthoGrid Software and OrthoGrid SaaS Services.
- Assistance with connection to PACS and other network related configuration as requested by Customer.

Consigned Products:

- Remote support Monday through Friday (excluding holidays) from 6:30 am MT to 5pm MT by calling 801-703-5866.
- Updates and upgrades to the hardware and software components, as necessary and as determined by Zimmer Biomet.
- Replacement components as necessary and as determined by Zimmer Biomet excluding for

ZIMMER BIOMET

reasons related to damage due to negligence, lack of care, or loss.

- One on-site maintenance check and audit per annum at the discretion of Zimmer Biomet.

Fees

Fees for use of OrthoGrid, Customer shall pay Zimmer Biomet a fee for each completed surgery ("**Fee Per Case**"), an annual amount as a fixed cost ("**Annual Subscription Fee**"), or a combination of such fees as detailed in Schedule A. Customer shall provide Zimmer Biomet with notice of completed surgeries within forty-eight (48) hours of their completion to ensure proper invoicing.

In return for Annual Support and Maintenance Services, Customer shall pay Zimmer Biomet an annual support and maintenance fee as listed in Schedule A for each unit of Consigned Products ("**Annual Support and Maintenance Fee**" together with Fee Per Case and/or Annual Subscription Fee, referred to as "**Fees**")). Customer agrees to provide and facilitate access to the Customer Facility for Zimmer Biomet's service personnel to provide maintenance and servicing, including surgical case support.

Zimmer Biomet reserves the right to adjust the Fee Per Case, Annual Subscription Fee, and Annual Support and Maintenance Fee annually based upon the number of surgeries performed on the anniversary of the Installation Date and through any autorenewal periods pursuant to Zimmer Biomet's then-current rates.

Zimmer Biomet will invoice Customer for any shipping charges incurred, and any sales or similar taxes that may be imposed on such amount.

Delivery and Access

Delivery Date. Delivery of the Consigned Products to Customer shall be made within two (2) to four (4) weeks after receipt of a purchase order for the Support and Maintenance Fee ("**Delivery Date**").

Failure to Notify or Provide Timely Access. In the event that Customer fails to provide advance notice of credentialing requirements or access for installation and training activities, and, as a result, the installation activities cannot be successfully completed within thirty (30) days after the Delivery Date, then either: (a) Customer shall remain fully responsible for payment of all Fees in accordance with this SOW as if each such OrthoGrid product was successfully installed; or (b) Zimmer Biomet may immediately terminate this SOW for cause, without refund or credit to Customer for any amounts paid to Zimmer Biomet, and if any such Consigned Product is then at Customer's premises or under Customer's possession or control, then Customer shall promptly make such Consigned Product available to Zimmer Biomet to pick up as soon as practicable at an agreed time and place.

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Schedule A
OrthoGrid – Fees and Consigned Products

Fee Per Case

	Item	SKU	Description	Fee	Minimum Purchase Commitment
☑	Hip AI License	1015-915-516	Fee Per Case for each surgery performed.	$1500.00	300

Annual Support and Maintenance Fee

☑	Annual Support and Maintenance Fee	S10000198	For each respective unit of Consigned Products installed at Customer Facilities, per product selected above	$15,000.00 per unit

Consigned Products

Product Number	Description	Quantity
1020-916-100	OGD Hardware Stand	4
1020-916-124	OrthoGrid Advantech CPU Unit	4

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Schedule B
OrthoGrid – Customer Facilities

CUSTOMER FACILITIES

University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Account #: 10010216

Docusign Envelope ID: CFE41793-B871-82EB-818B-3B110AFCD1AF

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: 3

Corporate/Business Entity Name:	Zimmer US, Inc.	
(Include d.b.a., if applicable)	Zimmer Biomet	
Street Address:	345 East Main Street	**Website:** www.zimmerbiomet.com
City, State and Zip Code:	Warsaw, Indiana 46580	**POC Name:** **Email: legal.americas@zimmerbiomet.com**
Telephone No:	800-613-6131	**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)
Ivan Tornos	Chairman of the Board, President and CEO	
Shaun Braun	Senior VP, CIO and Technology Officer	
Kristen Cardillo	Senior VP, Chief Communication Officer	
David DeMartino	Senior VP, Investor Relations	
David Kunz	Senior VP, Global Quality and Regulatory Affairs	
Angela Main	Senior VP, Global Chief Compliance Officer and Associate General Counsel, Asia Pacific	
Jehanzeb Noor	Senior VP, Chief Strategy, Business Development, Innovation and Transformation Officer	
Chad Phipps	Senior VP, Chief Legal and Corporate Affairs Officer and Secretary	
Jennifer Rentas	Chief of Staff to the Chairman	
Paul Stellato	VP, Controller and Chief Accounting Officer	
Kevin Thornal	Group President, Global Businesses and the Americas	
Kenneth Tripp	Senior VP, Global Operations and Logistics	
Suketu Upadhyay	CFO and EVP, Finance, Operations and Supply Chain	
Dr. Jonathan Vigdorchik	Chief Science, Technology and Medical Affairs Officer	
Lori Winkler	Senior VP and Chief Human Resources Officer	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:

Larry Stokes

Signature

Larry Stokes

Print Name

Capital Solutions Reg. Director

Title

20-Apr-2026 | 10:15 AM EDT

Date

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:	**Master Services Agreement with Commure, 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 Master Services Agreement with Commure, Inc. for its AI technology platform; 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: AI technology platform
Bid/RFP/CBE: NRS 332.115 (1)(h) – Software
Term: 36 months from the Effective Date
Amount: $1,198,000
Out Clause: 30 days with cause / Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to enter into a new Master Services Agreement ("Agreement") with Commure, Inc. ("Commure") for its AI technology platform. This Platform includes three key features: the Ambient AI, a tool designed to process unstructured information from patient visits—both audio and text—to automatically transcribe and enhance data, generating templated outputs such as clinical documentation notes in SOAP format; the Call Center Agent, a HIPAA-compliant technology that automates repetitive tasks through Voice and Text Agents, efficiently managing inbound and outbound calls for FAQs and appointment bookings while also handling SMS and chat interactions for reminders and patient inquiries; and the Intake, an AI-powered workflow platform that streamlines the referral intake process, supporting high-volume, multi-channel workflows by ingesting referrals from various sources (fax, email, portal, HL7, or direct messaging) and employing intelligent routing and real-time task assignments, ultimately improving operational efficiency and patient engagement at UMC.

UMC will compensate Commure a total of $1,198,000 over a period of thirty-six (36) months from the Effective Date for all three platforms. This total includes the annual cost of $96,000 for the Ambient AI Platform, a one-time $50,000 fee for professional services related to the Intake Platform, and an annual license fee of $100,000. The Call Center Platform has a professional services fee of $50,000 and an annual fee of

Cleared for Agenda
May 27, 2026

Agenda Item #
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$170,000. Either party may terminate this Agreement for material breach with a 30-day written notice to the other, unless the breaching party remedies the breach during this period.

UMC's Executive 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.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2026, meeting and recommended for approval by the Governing Board.

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commure

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**" or "**MSA**") is made and entered into as of the date last signed below (the "**Effective Date**"), by and between Commure, Inc, a Delaware corporation with its principal place of business located at 1300 Terra Bella Ave., Mountain View, California, 94043 ("**Commure**"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with its principal place of business located at 1800 W. Charleston Blvd, Las Vegas, NV 89102 ("**Client**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Client is a healthcare provider or system who wishes to utilize Commure's Services (defined below) as part of its business and/or provision of care to patients;

WHEREAS, Commure, through its affiliates, subsidiaries, and subcontractors, offers a wide range of products and services through its leading-edge AI technology platform to unify systems and simplify the delivery of healthcare; and

WHEREAS, Client has selected Commure to provide one or more services for Client and Commure has agreed to provide these services under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

1.1 "Applicable Law" means any and all laws, ordinances, rules, regulations, statutes, restrictions, restrictive covenants, judgments, orders or decrees, requirements, and standards of any governmental authority, as adopted, amended, issued, or decreed from time to time, including, without limitation, the Medicare and Medicaid Patient and Program Protection Act of 1987, as amended; the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended by the federal Health Information Technology for Economic and Clinical Health ("**HITECH**") Act and its implementing regulations, as each may be modified or amended (collectively "**HIPAA**"); and any applicable state patient privacy and security laws; the Omnibus Budget Reconciliation Act of 1990, as amended; the Drug Price Competition and Patent Term Restoration Act of 1984, as amended; the Food, Drug and Cosmetic Act (**"FDCA**"), as amended; all rules and regulations of the Department of Health and Human Services Office of the Inspector General; and federal and state Consumer protection and fraud statutes.

1.2 "Affiliate" means as to either Party, any corporation or other present or future entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that Party, where the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 "Authorized User" means an individual employed or independently contracted by the Client as part of the Client's workforce who is designated by the Client to access the Services.

1.4 "Business Associate Agreement" or "BAA" means the **Exhibit A** business associate agreement as has been signed by the parties prior to the date hereof.

1.5 "Client Data" means all data, information or other materials provided by Client to Commure and intended for use with the Services or Services or stored or processed by Commure as part of the Services or Services. Client Data is Confidential Information of Client.

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1.6 "Consumer" means an individual to whom Commure or an affiliate dispenses a Product, directly or indirectly, for such individual's use.

1.7 "Documentation" means all operating manuals, user manuals, training guides, product descriptions, product specifications, technical manuals, supporting materials, and other information relating to the Services and provided by or on behalf of Commure to Client.

1.8 "Indemnitees" means as to either Party, the Party's and its Affiliates' respective officers, directors, employees, agents, successors, and assigns.

1.9 "Losses" means losses, damages, claims, liabilities, actions, judgments, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees.

1.10 "Order" means an order placed through the Platform for a Product or Service, which has been electronically routed to Commure via the Platform for verification, fulfillment, and provision to Consumers or Authorized Users.

1.11 "Platform" means a platform operated by Commure through which Authorized Users, Consumers or patients receive Services.

1.12 "Pre-Existing Intellectual Property" means any and all completed or in-progress patentable or non-patentable inventions, original works of authorship, discoveries, ideas, technology, computer programs, application programming interfaces, formulas, algorithms, systems (and all source code and object code related to any of the foregoing), techniques, know-how, data, writings, compositions, content, literary properties, documents, designs, illustrations, processes, procedures, protocols, service marks, trade secrets, copyrights, patents, and all other items, materials or works (and all improvements, modifications, derivatives and intellectual property rights related to any of the foregoing) that are made, conceived, developed, acquired or otherwise obtained by a Party independently from the provision of Services to Client by Commure under this Agreement.

1.13 "Product" means any pharmaceutical medication, product or device, or item of medical equipment that Commure may fulfill as part of services provided under an applicable SOW.

1.14 "Provider" means any physician, nurse, pharmacy, or other individual or entity that is properly licensed and eligible to provide healthcare services to patients.

1.15 "Representatives" means as to either Party, a Party's or its Affiliates' respective employees, agents or representatives (including contractors).

1.16 "Service Area" means all states and territories within the United States where Commure legally permitted and, where required, licensed under Applicable Law to provide the Services under this Agreement with respect to such state. Service Area may differ for different types of services. Service Areas may change over time as a result of changes in Commure staffing and Applicable Law.

1.17 "Services" means, collectively, the software, Platform and other technology (including computer programs and all sub-components, sub-products, features and functions thereof) provided by Commure to Client pursuant to one or more SOWs under this Agreement.

1.18 "Shipping Cost" means the cost to ship the Order to a Consumer by any method of shipping agreed to by both Parties in writing.

1.19 "Commure Background Intellectual Property" means collectively (a) Commure's Pre-Existing Intellectual Property and (b) any and all completed or in-progress patentable or non-patentable inventions, original works of authorship, discoveries, ideas, technology, computer programs, application programming interfaces, formulas, algorithms, systems (and all source code and object code related to any of the foregoing), techniques, know-how, data, writings, compositions, content, literary properties, documents, designs, illustrations, processes, procedures, protocols, service marks, trade secrets, copyrights, patents, and all other items, materials or works (and all improvements, modifications, derivatives and intellectual property rights related to any of the foregoing) that are made, conceived, developed, acquired or otherwise obtained by Commure in the course of performing the Services that are generic in nature or generally applicable to Commure's business and services for other customers and which do not contain or rely upon any Client Data or Client's Confidential Information.

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1.20 "Work Product" means all work product and deliverables which (A) are produced by Commure exclusively for Client in the course of performing the Services; and (B) are clearly labeled as "Work Product" in an applicable SOW, excluding any Commure Background Intellectual Property.

All other capitalized terms shall have the meaning ascribed to them in the respective provisions of this Agreement unless expressly stated otherwise.

2. COMMURE SERVICES.

2.1. Statements of Work. On behalf of Client, Commure will provide the Services set forth in the Statements of Work under **Exhibits B-1, B-2 and B-3** attached hereto and any other Statements of Works (Exhibit Bs) entered into between the Parties during the Term and governed by this Agreement (each, an "**SOW**"). The applicable SOW shall set forth, at a minimum, the following elements: (i) all of the specific Services to be performed by Commure on behalf of Client with respect to the SOW (including, if applicable, the Services); (ii) the schedule and length of intervals in which such Services are to be performed; (iii) the exact fees to be charged for such Services and the payment schedule; and (iv) all reporting obligations pertaining to the delivery and performance of the Services by Commure. Activities which Commure must provide pursuant to Law or other contract will be excluded from payment. The Parties agree that the Services to be provided pursuant to this Agreement are services that are, and will be, specifically provided on behalf of, and provide value to, Client.

2.2. Personnel Training. Commure shall use qualified and experienced personnel to perform the Services. Commure shall properly train personnel performing Services through its own training and orientation program.

2.3. License to Services. Subject to receipt by Commure of all amounts payable under the applicable SOW(s), and to Commure's ownership rights in Section 2.9, Commure hereby grants to Client a nonexclusive, worldwide, right and license to access and use the Services identified in an SOW for Client's business purposes for the term of the applicable SOW. Access to and use of the Services by customers of Client or by Client on its customers' behalf will be considered authorized use under this Section provided such use is in conjunction with Client's provision of services to such Clients, unless otherwise restricted under an SOW.

2.4. Restrictions on Use. Except as specified otherwise, Client will not: (1) copy the Services or documentation; (2) remove Commure's proprietary rights notices; or (3) alter, decompile, reverse engineer, disassemble, or create derivative works from the Services. For the avoidance of doubt, the foregoing restrictions shall not apply to any Work Product.

2.5. Usage Limitation. Client's use of the Services under this Agreement is subject to any applicable limitation such as, by way of example only, maximum user counts, server calls or page views as may be set forth in the applicable SOW. Client may request an increase of any such limitation at any time by giving notice to Commure of the required additional units and the Services affected and providing an SOW for such additional units.

2.6. SLAs. Commure shall use commercially reasonable efforts to provide the Services in accordance with the SLAs set forth on an exhibit to an applicable SOW, if any. Services performed by Commure shall be tracked by Commure and reported as set forth under the applicable SOW.

2.7. Third Party Materials; System Requirements. Commure shall at its own expense, unless clearly established under an applicable SOW, procure, or obtain licenses or rights for use by Client, all third-party materials embedded in or otherwise included as part of the Services as contemplated in this Agreement and the applicable SOW. The Client acknowledges that Commure does not own or control such third-party materials, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to Platform, and that such third-party materials are subject to their own terms and conditions. Notwithstanding the foregoing, the Client will: (a) cooperate and consult with Commure in the set-up and activation of the Services for the Client, and (b) provide and maintain, in good and working order at all times, its own internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the Services. The

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Customer is responsible for the security of its own computer systems and the security of its access to and connection with the Services.

2.8. Documentation. Commure will furnish to Client, at no additional charge to Client, that number of copies of Documentation as may be reasonably requested by Client, including all subsequent revisions thereto.

2.9. Intellectual Property.

(a) Pre-Existing Intellectual Property. Each Party is and shall remain the sole and exclusive owner of its respective Pre-Existing Intellectual Property. Notwithstanding the foregoing, each Party grants to the other Party a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to access and use each Party's Pre-Existing Intellectual Property to the extent necessary to perform its obligations or avail itself of its rights granted under this Agreement or any SOW.

(b) Commure Background Intellectual Property. Commure is and shall remain the sole and exclusive owner of all Commure Background Intellectual Property. For clarity, Commure Background Intellectual Property does not include any Client Data or Client's Confidential Information. Client shall retain ownership of any intellectual property rights to Pre-Existing Intellectual Property it contributes and is incorporated into a specific Work Product if such contribution is described in reasonable detail and expressly identified as Client's contribution in the applicable SOW entered into between the Parties under this Agreement. Client hereby grants to Commure a non-exclusive, perpetual, irrevocable, fully paid license to use any Client Pre-Existing Intellectual Property or other intellectual property Client may have rights to in any Commure Background Intellectual Property. Subject to receipt by Commure of all amounts payable under an applicable SOW, Commure hereby grants to Client a non-exclusive, perpetual, irrevocable, fully paid license to use any Commure Background Intellectual Property that is incorporated into any Work Product solely to utilize and capitalize such Work Product.

(c) Services. Commure is and shall remain the sole and exclusive owner of all Services, subject only to the limited access rights granted to Client in accordance with the terms and conditions of this Agreement or any SOW.

(d) Work Product. Subject to receipt by Commure of all amounts payable under an applicable SOW, Client is and shall remain the sole and exclusive owner of all Work Product. Commure agrees to assign and hereby assigns to Client all rights, title, and interest it may have in the Work Product. Commure will render all reasonably required assistance to Client to protect the rights described herein.

(e) Other Ownership. Except as otherwise set forth herein, as between Commure and Client, any copyrights, patent rights, trade secrets, trademarks and all other intellectual property rights in the Services, including websites, programming, structure or look and feel, and any derivative works thereof and any associated technical developments or proprietary developments of Commure associated with the Services (including, but not limited to, Software, Commure Data, documentation and computer programming, or other Commure property or materials furnished or made available as part of the Services, and all modifications and enhancements, but excluding any Confidential Information (defined below) of Client and any derivative works thereof to the extent provided by Client to Commure or based on Confidential Information or other proprietary material of Client) are and shall be the property of Commure or Commure's licensors or providers, as applicable. Nothing in the SOW is intended to or may be construed to transfer any such rights in part of the Services to Customer other than as explicitly provided for in the SOW. Customer shall not distribute the Software other than as specifically provided for in the SOW.

(f) Residual Knowledge. Nothing contained in this Agreement will restrict a Party from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of such Party's personnel relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement.

(g) Feedback. Commure owns all right, title, and interest in and to any suggestion, enhancement, request, recommendation or other feedback related to the Services provided by Customer (any "**Feedback**"). Feedback is not Customer's Confidential Information.

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2.10. Client Data.

(a) Client Responsibilities. Client has and will retain sole responsibility for all Client Data, including the accuracy and completeness of its content, and all information, instructions, and materials provided by or on behalf of Client or any Authorized User in connection with the Services.

(b) Ownership of Client Data. As between Client and Commure, Client has and retains exclusive ownership of all Client Data and any derivative works thereof. Commure will not possess or assert any lien or other right against or to Client Data. No Client Data, or any part thereof, will be sold, assigned, licensed, leased or otherwise disposed of or disclosed to third-parties by Commure or commercially exploited by or on behalf of Commure.

(c) Use of Client Data. All rights to Client Data not granted in this Agreement are hereby reserved to Client. The access to and use of Client Data is licensed and not sold. To the extent Commure receives or has access to any Client Data in the course of providing the Services hereunder, Client grants to Commure a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to access and use Client Data solely for the purpose of delivering the Services pursuant to the applicable SOW and expressly subject to the limitations set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement (including but not limited to this Section), Commure may use dispense data which is derived from Commure's pharmacy system or data in medical records maintained by Commure or its subcontractor(s) and created through Commure's Services or Services for fulfilling Commure's legal and regulatory obligations. Commure may use Client Data for its business purposes without additional approval or compensation from Client in a manner that could reasonably be expected to identify Client or its patients so long as it is in "aggregated," "cleansed," or "de-identified" form in a manner that is in accordance with 45 CRF §164.514 ("**De-Identified Data**")..

(d) Usage Data. Notwithstanding anything to the contrary in this Agreement, Commure may use information about the operation and performance of the Services generated through monitoring or other observation of Client's and its end users' use of the Services (the "**Usage Data**") for its business purposes, including without limitation improving the functionality of its Services. For clarity, Usage Data will never include Client Data. Any improvements Commure makes to the Services based on such Usage Data shall be owned by Commure.

3. PAYMENT TERMS.

3.1 Fees. In consideration of Commure's Services, Client agrees to pay Commure, within thirty (30) days after Client's receipt of Commure's invoice ("**Net Terms**"), the fees set forth in the SOW ("**Fees**"). If Net Terms in the SOW differ from those in this MSA, the terms in the SOW will take precedence.

3.2 Payment Terms. All payments due and owing under this Agreement shall be made through automated clearing house ("**ACH**"). Client is responsible for all costs, expenses or other fees and charges incurred by Commure as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the designated payment account, or otherwise. Client is responsible for, and will not charge Commure or deduct from Fees, for any third-party billing tool fees; any such fees will be paid by Client and/or added to Client's invoice. In the event there are any amounts payable by Commure to Client under this Agreement or any SOW, such payments will be made by ACH transfer.

3.3 Taxes. Except for taxes based on Commure's income, Client shall pay all applicable sales, use or other similar taxes related to the performance of this Agreement, unless Client provides Commure with a valid tax exemption certificate authorized by the appropriate taxing authority(ies).

3.4 Disputed Amounts. If Client, in good faith, disputes or contests any portion of an invoice, Client shall pay the undisputed amount under such invoice and provide to Commure a written statement detailing the basis of the disputed amount under such invoice within thirty (30) days before the end of the due date. The Parties agree to act in good faith to negotiate and resolve any disputed amounts. Within five (5) business days of resolution of any payment dispute, the disputed amount shall be due and payable.

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Client reserves the right, at its sole discretion, to withhold approval or payment of any invoice submitted by Commure if the invoice does not include all of the required information below, provided that Client shall promptly notify Commure in writing of any such deficiency within ten (10) business days after receipt of such notice, specifying all such deficiency(ies) and Commure shall have fifteen (15) business days from receipt of such notice to submit a corrected invoice, after which the Net Terms payment period shall recommence. The six (6) month period set forth below shall be tolled from the date Client provides such notice until the date Commure submits a corrected invoice (or the expiration of the fifteen (15) business day cure period, whichever is earlier). Client's failure to timely notify Commure of any deficiency shall constitute a waiver of Client's right to withhold payment on the basis of such deficiency.

- The title of the Statements of Work (SOW)
- An itemized description of products delivered or services rendered
- The amount due
- Client's Purchase Order Number
- Invoice Date
- Invoice Period
- Invoice Number
- The Payment Remittance Address

Furthermore, in accordance with NRS 244.250, Commure shall submit all invoices within six (6) months from the date the applicable Services have been completed under the relevant SOW, or when the applicable Fees become due and payable, whichever is later, subject to any tolling of such six (6) month period as provided above.

3.5 Bona Fide Service Fees. Commure and Client agree the Fees set forth in each SOW shall be determined in advance at arms-length and in a manner that represents the fair market value for the Services provided hereunder. The Parties agree that the Fees are: (i) compensation for bona fide services; (ii) not intended to diminish the objectivity or professional judgment of Commure; (iii) not intended in any way as remuneration for referrals or for other business generated which are reimbursed under Medicare, Medicaid or any private health insurance; (iv) not intended as discounts or rebates prohibited by federal or state law, including any state or federal anti-kickback law; and (v) not intended to induce either Party to order, recommend, or arrange for the order of any goods or services from the other party.

4. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION, AND INSURANCE

4.1 Commure Representations and Warranties.

(a) Generally. Commure represents and warrants to Client that (a) it will comply with Applicable Law with respect to the performance of its duties and obligations under this Agreement; (b) Commure will provide all Services in a workmanlike, professional, and ethical manner in accordance with generally accepted industry practices applicable to the Services; (c) all Services performed, and any Work Product created under this Agreement, do not and will not, to Commure's knowledge, infringe the copyrights, patents, trade secrets, or other intellectual property or other rights of any third-party; (d) this Agreement and Commure's performance of the Services will not conflict with, breach, or constitute a default under (i) any other agreements to which Commure is a party or (ii) any duty owed by Commure to any other person, governmental entity, firm, corporation, partnership, association or other organization; and (e) it now has and will maintain in full force during the term of this Agreement all federal and state and other licenses or approvals required by Commure to fulfill its obligations under this Agreement.

(b) Software Integrity. Commure warrants that all computer code and/or software created or modified for, or otherwise supplied to Client, to the best of Commure's knowledge, is free of any spyware, and any master access key (ID, password, trap door, Trojan horse, back door, etc.) to the system. Notwithstanding the foregoing, Client acknowledges and agrees that the internet is inherently

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uncontrollable and that Commure does not and cannot guarantee that the Services are or will remain free from any malicious code or software.

(c) Pass-Through of Third-Party Warranties. To the extent Commure is permitted to do so under the applicable agreements, if third-party software or hardware is acquired hereunder, Commure shall pass through to Client all warranties from such third-party software Commure's, in addition to the warranties provided in this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail to the extent of such conflict.

(d) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4.1, COMMURE DOES NOT MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO ITS SERVICES, AND COMMURE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS. CLIENT's USE OF THE SOFTWARE AND PURCHASE OF THE SERVICES ARE AT ITS OWN RISK. COMMURE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY, AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY WARRANTIES MADE BY COMMURE ARE FOR THE BENEFIT OF CLIENT ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMMURE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY INFORMATION, DATA, PRODUCTS, PROCESSES, AND OTHER MATTERS REFERENCED BY THE SERVICES REMAINS WITH THE CLIENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMMURE DOES NOT GUARANTEE CONTINUOUS, ERRORFREE, VIRUS-FREE, OR SECURE OPERATION AND ACCESS TO THE SOFTWARE.

(e) No Guarantees. The Parties hereto acknowledge and agree that Commure cannot guarantee the results or effectiveness of any of the Services rendered or to be rendered by Commure. Rather, Commure shall conduct its operations and provide its Services in a professional manner and in accordance with generally accepted industry practice applicable to the Services. Commure will use its commercially reasonable efforts and does not promise results, including, but not limited to, guarantees regarding first pass rate, denial rate, volume of collections, ability to collect AR, or success of appeals.

4.2 Client Representations and Warranties.

(a) Client represents and warrants to Commure that (a) all Client Data provided under this Agreement will not infringe the copyrights, patents, trade secrets, or other intellectual property or other rights of any third-party; and (b) it shall comply with Applicable Law with respect to the performance of its duties and obligations under this Agreement.

(b) Practice of Medicine. CLIENT HEREBY AGREES AND ACKNOWLEDGES THAT COMMURE IS IN NO WAY ACTING AS A MEDICAL PROVIDER, NOR COMMURE PROVIDING 24/7 CONTINUOUS, SYNCHRONOUS, OR EMERGENCY MONITORING OR ALERTING UNLESS SPECIFICALLY SET FORTH IN THE SERVICE AGREEMENT. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION, PROCESSES, PRODUCTS, AND OTHER ITEMS REFERENCED BY COMMURE OR ITS SOFTWARE ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF THAT INFORMATION, PROCESS, PRODUCT, OR OTHER ITEM AND THAT

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THE ULTIMATE RESPONSIBILITY FOR DIAGNOSING AND TREATING ANY PATIENT RESTS WITH CLIENT AND/OR ITS HEALTHCARE PROVIDER(S) TREATING SUCH PATIENT.

(c) Third Party Materials. CLIENT UNDERSTANDS AND AGREES THAT USING, ACCESSING, DOWNLOADING, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE SOFTWARE FROM A SOURCE OTHER THAN COMMURE ("**Third Party Materials**") IS AT ITS OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS OR ITS AUTHORIZED USERS' PROPERTY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA

(d) Basis of the Bargain. CLIENT ACKNOWLEDGES AND AGREES THAT COMMURE HAS OFFERED ITS SERVICES AND ENTERED INTO THIS AGREEMENT AND/OR SOW TO WHICH IT IS A PARTY IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN CLIENT AND COMMURE, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CLIENT AND COMMURE. CLIENT ACKNOWLEDGES AND AGREES THAT COMMURE WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO CLIENT ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

4.3 Services and Clinical Judgment. Each Party agrees, represents and warrants that: (a) Client has engaged Commure to perform bona fide, legitimate, reasonable, and necessary Services; and (b) the Services are not intended to diminish or interfere with the independent professional judgment of Client or its professional employees or contractors. Commure and Client agree that the Parties' agreement for the provision of Services under this Agreement shall not be deemed to replace, in whole or in part, the exercise of independent professional judgment under applicable healthcare law by Client, or any of its employed or contracted professionals.

4.4 Privacy Law Compliance. Client and Commure will comply with all Applicable Law protecting the confidentiality of patient records and the disclosure of medical records and other health information including, but not limited to, all requirements of HIPAA and the HITECH Act. Client and Commure will each maintain industry standard security systems to protect the privacy and confidentiality of the Data.

4.5 Indemnification.

(a) Client Responsibility for Own Acts. Commure acknowledges that, as a political subdivision of the State of Nevada, Client's ability to indemnify third parties is limited by NRS Chapter 41, NRS 354.626, and other applicable law. Notwithstanding such limitations, Client is responsible for, and will reimburse and hold harmless Commure Indemnitees from and against, any Losses arising directly out of or relating to (i) negligent acts or omissions or willful misconduct of Client or its personnel; (ii) the use or improper use or operation of the Services by Client and/or Authorized Users in violation of this Agreement; (iii) the accuracy, quality, integrity, legality, or appropriateness of Client Data; (iv) violation of Applicable Law by Client or any Authorized User; or (v) the diagnosis and/or treatment of any of Client's patients, in each case subject to the limitations set forth in Section 5.8 and other Applicable Law. In addition, Client shall (i) cooperate in good faith with Commure in the defense of any claim, action, or proceeding brought by a third party arising out of Client's breach of this Agreement, the negligent acts or willful misconduct of Client or its personnel; the improper use or misuse of the Services by Client and/or Authorized Users; the accuracy, quality, integrity, legality, or appropriateness of Client Data; violation of Applicable Law by Client or any Authorized User; or the diagnosis and/or treatment of any of Client's patients; and (ii) not seek contribution or recovery from Commure Indemnitees for any liability arising from Client's own acts or omissions. The obligations set forth in this Section 4.5(a) shall not apply to the extent any Loss or claim arises from the negligence or willful misconduct of Commure. Nothing in this Section shall be construed to require Client to expend funds in excess of amounts appropriated for the applicable fiscal year or to waive any immunity to which Client is entitled under Applicable Law, including NRS Chapter 41.

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(b) Commure Indemnification Obligations. Client shall not be liable to Commure Indemnitees for, and Commure shall indemnify, defend and hold harmless Client Indemnitees from and against, any and all third-party Losses to the extent and proportion that such Losses relate to or arise from (i) gross negligent acts or omissions or willful misconduct of Commure or any of the Commure Indemnitees, or (ii) a third party claim that the Software infringes or misappropriates the patent, trade secret, trademark, copyright, or other Intellectual Property Rights of any third party (an "Infringement Claim"). Commure will pay all Losses (whether by settlement or award of by a final judicial judgment) incurred by the Customer Indemnified Parties from any such Claim. In the event of an Infringement Claim, Commure may, at its election, and sole expense, (i) modify the Software so that such Software is non-infringing and functionally equivalent; or (ii) obtain the right for Client and Client's patients to continue using the Software at no additional cost to Customer. If none of the foregoing is commercially practicable, Commure may immediately terminate the Service Agreement upon reasonable notice to Customer.

(c) Indemnification Procedure. Each Party (the **"Indemnified Party**") shall provide prompt written notice to the other Party (the "**Indemnifying Part**y") upon learning of any occurrence or event that may result in an obligation of the other Party under this Section provided that the omission by a Party to give notice of a claim as provided in this Section shall not relieve the other Party of its obligations under this Section except to the extent that (i) the omission results in a failure of actual notice to the Indemnifying Party and (ii) the Indemnifying Party suffers damages as a result of the failure to give notice of the claim. The Indemnifying Party shall have the right to maintain control of the defense and all negotiations for settlement of any claims or demands under this Section; provided, however, the Indemnifying Party shall not settle any claims or demands without the prior written consent of the Indemnified Party giving notice (which shall not be unreasonably withheld). The Indemnified Party shall have the right to monitor and participate in any resolution or litigation of any such claim at its own expense, and, if requested, shall provide to the Indemnifying Party with all reasonable documents, testimony and assistance relating to such claim. Notwithstanding the foregoing, neither Party shall be required to take any action under this Section (except for the initial giving of notice) that materially prejudices its rights.

4.6 LIMITATION OF LIABILITY. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, (A) THE PARTIES AGREE THAT NEITHER CLIENT NOR COMMURE SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND HEREBY WAIVE ANY RIGHT TO SEEK SUCH DAMAGES IN JUDICIAL PROCEEDINGS; AND (B) IN NO EVENT WILL COMMURE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO COMMURE UNDER THE RELEVANT SOW GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

4.7 Insurance. During the Term of this Agreement and for a one (1)-year period thereafter, each Party will, at its own expense, acquire and maintain in full force and effect, with financially sound and reputable insurers, policies of insurance of the type and in the amounts that includes, but is not limited to the following:

(a) **Commure.**

i. Commercial General Liability Insurance. Commercial general liability coverage including premises and operations, products and completed operations, contractual liability, bodily injury, personal injury, advertising injury, and property damage with policy limits of One Million Dollars ($1,000,000 USD) per occurrence and Two Million Dollars ($2,000,000 USD) in the annual aggregate, on an occurrence basis.

ii. Auto Liability Insurance. If applicable to the performance of this Agreement, auto liability insurance for hired and non-owned autos in the amount of One Million Dollars ($1,000,000 USD) combined single limit, each accident.

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iii. Employers Liability Insurance. EPL insurance with minimum limits of One Million Dollars ($1,000,000 USD) per accident or disease.

iv. Workers Compensation Insurance. Workers compensation insurance with statutory coverage and limits pursuant to the laws, rules, and regulations of the jurisdiction in which any employee of Commure performs work under this Agreement.

v. Commercial Umbrella Liability Insurance. Commercial umbrella liability insurance which will provide umbrella, follow-form coverage above all liability limits required above with per occurrence and annual aggregate limits of Five Million Dollars ($5,000,000 USD).

vi. Cyber Liability and Tech Errors and Omissions Liability Insurance. The coverages required by this sub-section are satisfied pursuant to a blended "Cyber Liability and Technology Errors & Omissions" policy:

(a) Cyber Liability Insurance, including Data Privacy and Network Security liability, covering claims based on a violation of the Privacy Rule or any Applicable Law or regulation concerning the privacy of patient information and claims based on obligations pursuant to this Agreement, with limits of Five Million Dollars ($5,000,000 USD) aggregate.

(b) Technology Errors and Omissions Liability insurance for the performance or failure to perform any professional services provided by Commure under this Agreement with limits of Five Million Dollars ($5,000,000 USD) in the annual aggregate.

vii. Other. All other insurance that Commure may be required to carry by Applicable Law.

(b) **Client**.

i. The Client is self-insured in accordance with Chapter 41 of the Nevada Revised Statutes with self-insured reserves covering at minimum: (i) general liability in the amount of One Million Dollars ($1,000,000 USD) per occurrence and Three Million Dollars ($3,000,000 USD) in the annual aggregate; and (ii) professional/medical liability in amounts sufficient to cover its obligations under this Agreement. Upon execution of this Agreement and upon Commure's request thereafter, the Client will provide Commure with a Certificate of Coverage from its Risk Management Department, certifying this self-coverage and the applicable reserve levels. Client will provide Commure with at least thirty (30) days' prior written notice if Client discontinues or materially reduces its self-insurance program.

(c) **Each Party**.

i. Except where prohibited by Applicable Law, each Party will require its insurer to waive all rights of subrogation against the other Party and its insurers.

ii. Each Party may use any combination of primary and umbrella or excess liability policies which when combined will satisfy the coverages and policy limits required herein.

iii. Each Party may request from the other Party and is required to provide to the other Party certificates of insurance showing the insurance coverages required in this Agreement.

4.8 Medicare and Medicaid Fraud Representation. Each Party represents that: (i) it is not currently excluded, debarred or suspended from participation in any federal health care programs and is not under investigation or by any state or federal governmental agency that may lead to such an exclusion, debarment or suspension; and (ii) to the best of its reasonable knowledge, none of its employees, officers, directors and any health care providers contracted to provide services hereunder is currently excluded, debarred or suspended from participation in any federal health care programs and is not under investigation or by any state or federal governmental agency that may lead to such an exclusion, debarment or suspension. If any of the representations

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and warranties set forth in this Section 4.8 ceases to be true, the Party with this information will promptly remove, or cause to be removed, the excluded, debarred or suspended individual from providing services hereunder and notify the other Party within one (1) business day of confirming the exclusion, debarment or suspension. It is understood and agreed to by the Parties that the ability to verify if any individual is currently debarred is dependent upon the accuracy of the information contained on the Office of Inspector General ("**OIG**") list of excluded persons and the representations of such individual.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall become effective as of the Effective Date and shall remain in effect for an initial period of sixty (60) months after the Effective Date unless terminated earlier in accordance with its terms (the "**Term**" or "**MSA Term**"). Notwithstanding the foregoing, each individual SOW shall contain an associated term as more fully described therein. If an SOW has a term ("**SOW Term**") longer than the Term of the MSA, the MSA Term will be deemed to be extended to be coextensive with the SOW Term.

5.2 Termination without Cause. Without cause termination, if any, shall be set forth in the SOW. If an SOW includes the ability to terminate without cause, the Party or Parties so authorized to terminate without cause may do so by providing the requisite days' written notice set forth in the SOW. If early termination requires payment of a termination fee ("**Termination Fee**"), the terms of such Termination Fee will be set forth in the applicable SOW.

5.3 Termination for Material Breach. If a Party commits a material breach of this Agreement or an SOW, fails, is in default of, or is unable to perform its obligations, then the non-breaching Party may terminate this Agreement or the applicable SOW upon delivering thirty (30) days prior written notice to the breaching Party, unless the breaching Party cures the breach, failure, default, or inability during such thirty (30) day period.

5.4 Other Cause. Either Party, as applicable, may terminate this Agreement or an SOW immediately by providing written notice to the other Party upon the occurrence of any of the following events:

(a) Commure reasonably determines that Client and/or its Authorized User(s) have been or are engaged in unlawful activity associated with the use of the Software and/or the Services;

(b) The filing of a voluntary or involuntary petition in bankruptcy if such petition is not dismissed within thirty (30) days of such filing;

(c) Upon the appointment of a receiver or trustee to take possession of all, or substantially all, of a party's assets, if such appointment is not terminated within thirty (30) days or if the appointment materially affects the performance of obligations under the SOW; or

(d) If the other Party ceases to be actively engaged in business or becomes insolvent, which for purposes of this subsection shall mean that the Party voluntarily files or has filed involuntarily against it a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

5.5 Termination Upon Exclusion. Either Party may terminate this Agreement (including all SOWs), effective immediately, upon delivery of written notice to the other Party, in the event that a legal action is initiated by a governmental authority to exclude or debar a Party from participation in any Federal or State health care program pursuant to 42 U.S.C. §1320a-7.

5.6 Termination for Change of Law. This Agreement and/or any SOW (as applicable) may also be terminated immediately by either Party if such Party determines that any Applicable Law in effect or to become effective as of a date certain, or if Commure or Client receives notice of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as an "**Action**"), which Applicable Law or Action, if or when implemented, would have the effect of (i) subjecting either Party to civil, criminal, or administrative prosecution, litigation, or liability under local, state, and/or federal laws, or other material adverse proceeding on the basis of their participation herein; or (ii) which causes the arrangement contemplated hereunder to become unprofitable for either Party.

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5.7 Effect of Termination. The expiration or termination of this Agreement or SOW shall not affect any rights and obligations of the Parties which may have accrued prior to the effective date of such termination. If Client terminates this Agreement or any SOW for Commure's uncured material breach in accordance with Section 5.3 (Termination for Material Breach), the Client shall receive a refund for any amounts already paid for any unused Services covering the remainder of the SOW Term of any SOWs after the effective date of termination other than amounts identified as nonrefundable or noncancelable in the applicable SOW; Client is not entitled to receive any refunds if this Agreement is terminated for any other reason or expires. Upon any expiration or termination of this Agreement or SOW, (i) all remaining fees and other amounts owed to Commure accrued prior to or upon expiration or termination payable under the applicable SOW will be immediately due and payable within thirty (30) days if terminated; (ii) any license to Software and/or Services to Client shall terminate and Client shall not use or access, directly or indirectly, the Software; and (iv) Commure's obligation to perform support Services shall cease. Further, if Client has made any copies of any Commure property or materials furnished or made available under the Service Agreement, Client shall, within thirty (30) days of the effective date of the expiration or termination, either destroy or return to Commure all such copies along with a certificate signed by Client that all such copies have been either destroyed or returned, respectively, and that no copy or any part of the Software, data, or other materials has been retained by Client in any form. If the Parties mutually agree in a signed writing for Commure to provide any additional Services related to winding down and/or transitioning Commure's Services to Client or another service provider for the period specified, Client will also pay all costs and expenses associated with such additional Services at the then-current applicable fees.

(a) Return of Customer Data. Within thirty (30) days after the effective date of applicable termination or expiration, Commure will make any Customer Data stored on the Software available upon written request to Customer.

(b) Billing Close-Out. In the event of termination by either Party, Commure shall have the right to bill up to the final date of termination based upon the service date of services provided by Client to patients. Commure may continue to service Patient Accounts of Client processed by Commure prior to the termination date but not yet finalized for up to three (3) months after the termination date, and Client shall pay all fees owed relating to these accounts when invoiced. This section shall survive termination of the applicable SOW.

5.8 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then current or ensuing fiscal year under the Local Government Budget Act. This Agreement shall terminate 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 for any ensuing fiscal year under this Agreement; provided, however that Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. Client shall provide Commure with written notice as soon as reasonably practicable, and in no event later than ninety (90) days prior to June 30th of the then current fiscal year, if Client reasonably anticipates that its governing body will not appropriate sufficient funds for the ensuing fiscal year. In the event this Section is invoked, (i) Client will provide prior written notice of termination to Commure with documentation reasonably evidencing that Client's governing body did not appropriate sufficient funds for the ensuing fiscal year; and (ii) this Agreement will expire and terminate on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred or accrued through the 30th day of June of the fiscal year, or any other obligations of Client that expressly or by their nature survive expiration or termination, including, without limitation, indemnification, confidentiality, record-keeping, and payment related obligations (including, without limitation, all obligations under Section 5.7 (Effect of Termination)) shall remain in full force and effect. Any invocation of this Section in bad faith or as a subterfuge shall constitute a material breach of this Agreement and shall entitle Commure to pursue all remedies available at law or in equity, including recovery of damages as though Client had terminated this Agreement without cause.

5.9 No Waiver. The fact that either Party exercises any right of termination it may have under this Agreement shall not prevent such Party from pursuing any other remedy it may be entitled to in law or equity. Any remedy provided herein shall not be deemed an exclusive remedy unless expressly provided for as such.

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6. CONFIDENTIALITY, RECORD KEEPING, AND AUDIT RIGHTS.

6.1 Confidential and Proprietary Information. Subject to each Party's ability to disclose confidential information described herein as necessary to comply with any disclosures and/or reporting requirements under any applicable federal or state laws, Commure and Client shall maintain the confidentiality of the terms, conditions and contents of this Agreement and shall each maintain the confidentiality of any confidential and/or proprietary information ("**Confidential Information**") disclosed by the other Party, including, without limitation, in the case of the Client, any confidential pricing, marketing or other Client information; and in the case of Commure, confidential pricing and marketing information, any formulary and associated information, plan lists and related information, and information on drug pricing and administrative fees provided by Commure to Client; and for each Party, any other information or data designated as confidential or proprietary by such Party.

(a) Confidential Information shall not include information that: (i) the other Party can show by written records to have been in its possession prior to receiving the information from the other Party under this Agreement, (ii) is now or later becomes generally available to the public through no fault of the Party receiving the information, (iii) is received from a third-party which had the right to disclose the information, (iv) is approved by the other Party for disclosure, (v) De-Identified Data, or (vi) Usage Data.

(b) Except as expressly provided in this Agreement, neither Party shall: (i) disclose the other Party's Confidential Information to its employees, representatives or third parties except on a need-to-know basis and only to those who are bound by confidentiality obligations no less protective than those set forth herein; or (ii) use the other Party's Confidential Information, either directly or indirectly, for its own benefit or the benefit of any third-party.

(c) Upon the expiration or other termination of this Agreement, each Party, upon written request, shall: (i) immediately cease to use any and all Confidential Information of the other Party; (ii) promptly either return to the other Party or destroy all copies of the other Party's Confidential Information, provided that one copy may be kept for archival purposes pursuant to the confidentiality and disclosure requirements of this Agreement; and (iii) upon request, certify in writing to the other Party that is has complied with its obligations set forth in this Section. All Confidential Information disclosed by a Party under this Agreement is and shall remain the exclusive property of the disclosing Party and the disclosing Party shall retain all rights, title, and interest therein.

(d) Nothing in this Section or elsewhere in this Agreement shall prevent the disclosure or use by either Party of the other Party's Confidential Information that is either: (i) reasonably necessary for such Party to comply with any data collection, maintenance, security, or submission requirements of, or audits, examinations, or investigations by, Centers for Medicare & Medicaid Services ("**CMS**"), U.S. Department of Health & Human Services ("**HHS**"), or any other Governmental Authority; (ii) made in connection with the marketing of a prescription drug benefit; (iii) made in connection with such Party's mail service operations, programs, reporting, or administration; or (iv) requested or required by applicable law or regulations and made by such Party in accordance with Section 6.1.(e).

In the event of a dispute that proceeds to litigation in a public proceeding, the Parties agree to provide reasonable assistance to the Party seeking a protective order to maintain the confidentiality of any and all proprietary materials or information of the Party seeking the protective order only that may be disclosed in that proceeding; otherwise, the Parties may jointly seek a protective order.

6.2 Required Disclosures. In the event that either Party hereto is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or other requirement of Law) to disclose any Confidential Information of the other Party, the Party requested or required to make the disclosure shall, to the extent permitted by Law, provide the other Party with prompt notice of any such request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the non-disclosing Party hereto, the Party requested or required to disclose Confidential Information must nonetheless, based upon the advice of its

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counsel, disclose any Confidential Information, such Party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed; provided that such Party exercises reasonable efforts to preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, Commure 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, and as such its records are public documents available to copying and inspection by the public. If Client receives a demand or other request for the disclosure of any Commure Confidential Information related to this Agreement, Client will notify Commure of such demand as soon as reasonably practicable but no later than three (3) business days prior to the deadline by which Client must respond to such demand, so as to allow Commure a reasonable opportunity to seek relief. If Commure elects to seek injunctive relief or other relief to prevent such disclosure. Commure shall bear the costs of such legal proceedings, and Client will cooperate reasonably with such effort, including by asserting all reasonably applicable exemptions from disclosure available under NRS Chapter 239 and other Applicable Law with respect to Commure's Confidential Information prior to making any such disclosure.

6.3 Record Keeping; Audits. During the term of this Agreement and for a period of three (3) years following the date of dispensing of Products by Commure, or such longer period as required by Applicable Law, each Party shall keep and maintain accurate records which relate to the performance of this Agreement or the transactions contemplated hereunder. Commure may reasonably request, and Client shall provide, additional information from Client in order to meet its reporting or disclosure obligations. Each Party agrees to permit the other Party, directly or through a designated third-party auditor (subject to the execution of an appropriate auditor protocol and confidentiality agreement) and upon ninety (90) days prior written notice, to conduct one audit per calendar year during the term of this Agreement of records relating to the other Party's compliance with the terms of this Agreement, subject to Applicable Law, including but not limited to privacy laws and regulations. The period to complete any audit shall not exceed one (1) year from the date the audit is initiated, and neither Party shall be entitled to perform any audit on any information examined in a previous audit that has been concluded. Further, neither Party shall be entitled to audit any period that is more than one (1) year prior to the audit date. Any audit shall be at the auditing Party's expense and shall be conducted upon reasonable advance written notice and during regular business hours at the other Party's office or facility, without interruption to the other Party's operations.

6.4 Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled in addition to any other available remedies, to seek injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damage.

6.5 Security. Each of Client's Authorized Users will create a unique user login and passwords to be used to access and use the Software. Client will be, and will ensure that its Authorized Users are, responsible for maintaining the confidentiality of all Authorized User logins and passwords and for ensuring that each login and password is used only by the Authorized User to which it was issued. Client is responsible for ensuring that its Authorized Users do not share passwords with each other or any third party. Client agrees to immediately notify Commure of any unauthorized use of any account or login and password issued to an Authorized User, or any other breach of security known to Client. Commure will have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section. Client will ensure its Authorized Users do not circumvent or otherwise interfere with any user authentication or security of the Software.

7. GENERAL PROVISIONS.

7.1 Survival. All provisions which by their terms should survive termination of this Agreement shall survive termination of this Agreement.

7.2 Entire Agreement; Amendment. This Agreement, including all exhibits, schedules, and attachments, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof. Except as otherwise provided herein, this Agreement may be modified only by a written amendment signed by Commure and Client.

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7.3 Assignment. Neither this Agreement, nor a Party's obligations or rights hereunder, may be transferred or assigned by either Party without the other Party's prior written consent; provided, however, that either Party may assign this Agreement in whole, but not in part, without the other Party's consent to (a) any entity controlled by, under common control with, or controlling such Party; (b) the successor-in-interest in any merger, share exchange or other reorganization; or (c) the purchaser of all or substantially all of such Party's assets. Any attempted assignment, transfer or other disposition by a Party in violation of this provision will be null, void, and of no force and effect. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the Parties hereto.

7.4 Delegation. Commure may delegate or subcontract any services, duties, or other obligations required of Commure under this Agreement to an Affiliate or third-party without the consent of Client; provided, however, that any such delegation or subcontract shall not release Commure from any obligations hereunder for which Commure shall continue to remain primarily liable and provided further that such delegate or subcontractor agrees to appropriate confidentiality provisions. In the event of any such delegation or subcontract of services, duties or obligations hereunder by Commure, the term "Commure" as used herein shall be deemed to reference and pertain to any such delegate or subcontractor to which the services, duties or obligations have been so delegated or subcontracted.

7.5 Waiver. The failure by either Party to enforce any provision shall not be deemed to be a waiver of future enforcement of that or any other provision of this Agreement.

7.6 Notices. Except otherwise specified elsewhere in this Agreement, all notices, reports, or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed to have been given when delivered by: a) personal delivery; b) email, if email address is provided below, upon the earlier of (i) acknowledgment of receipt of electronic transmission or (ii) the date sent by email with a copy served by any other method under this section if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; c) a nationally recognized air courier service; or d) five (5) days after deposit in the US Postal Service, first class mail, certified or registered mail, return receipt requested, postage prepaid. In the event of notice in any manner other than electronic mail, the noticing Party agrees to send a courtesy copy via electronic mail to the other Party. A Party may not object to the manner of notice if the notice was actually received by the correct department. Notices shall be sent to the Party at the Party's address set forth below or at such other address as either Party may specify in writing:

If to Commure:	If to Client:
Address: Commure, Inc. ATTN: Legal Dept. 1300 Terra Bella Avenue, Suite 200 Mountain View, CA 94043	Address: University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102 Attn: Legal Department
With a copy to: Legal@Commure.com	

7.7 Relationship of Parties. The relationship of Commure to Client is that of an independent contractor. This Agreement does not create a partnership, association, joint-venture, or other business entity between the parties. Neither Commure nor Client has the right to bind the other and neither shall be considered the employer or agent of the other.

7.8 No Third-Party Beneficiaries. Except as otherwise provided herein, this Agreement is not intended to benefit any person or entity not a Party hereto.

7.9 Force Majeure. Notwithstanding any provision contained herein to the contrary, except for Client's payment obligations, neither Party shall be deemed to be in default hereunder for failing to perform or provide any of the services or other obligations to be performed or provided pursuant to this Agreement if such failure is the result of any labor dispute, act of god, inability to obtain labor or materials, governmental restrictions or any other

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event which is beyond such Party's reasonable control (a "Force Majeure Event"). Neither Party shall be liable for injury to the other Party's business or for any loss of income therefrom or for damage to the goods, wares, or other property caused by any such failure or interruption. In the event that a Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) use reasonable efforts to immediately notify the other Party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than ninety (90) consecutive days following the Force Majeure Event, the other Party may terminate this Agreement immediately upon written notice to such Party.

7.10 Publicity; Use of Marks. Commure and Client each reserve the right to control the use of its own name, tradenames, trademarks, service marks, symbols, or other marks currently existing or later established. Neither Party may use any tradename, trademark, service mark, symbol, or other mark belonging to the other without first receiving the prior written consent of the Party owning the tradename, trademark, service mark, symbol, or other mark.

7.11 Dispute Resolution. The Parties shall work together in good faith to resolve any disputes arising with respect to the terms of this Agreement before seeking any remedies available at law or in equity in accordance with the terms set forth herein.

7.12 Suspension of Services. In addition to all other remedies available under is Agreement or at law or in equity (which Commure does not waive by the exercise of any rights hereunder), Commure may suspend services if Client fails to pay all undisputed payment amounts due to Commure under this Agreement unless such failure is caused by system outages or other events beyond Client's reasonable control.

7.13 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Nevada, without reference to principles of conflicts of law.

7.14 Place of Execution and Performance. This Agreement shall be deemed to have been executed and delivered in the State of California by Commure. All performance by Commure under this Agreement shall be deemed to be rendered in the State of California, regardless of the physical location of Client. Any communication, deliverables, or services provided electronically by Commure shall be deemed to have originated from Commure's principal place of business in California.

7.15 Non-Excluded Healthcare Provider. Each Party represents and warrants to the other that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Each Party further represents and warrants to the other 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 Party or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

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

7.17 Execution and Counterparts. Execution of this Agreement may be by "wet ink signature," facsimile, or any electronic signature complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act, or other applicable law and will be deemed to have been duly and validly delivered and be valid and effective

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for all purposes. This Agreement may be executed in separate counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

7.18 Headings. The headings of various articles and sections in this Agreement are for convenience of reference only and shall not define, limit, or otherwise affect any of the terms or sections or provisions hereof.

7.19 Invalidity. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

7.20 Warranty of Authority. Each Party hereto, represents and warrants to the other Party that it is duly authorized to execute this Agreement, and it has authority to legally bind such Party to the terms of this Agreement.

7.21 Non-Exclusivity of Remedies. Any remedy provided for in this Agreement shall not be deemed an exclusive remedy unless expressly provided for as such.

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

Commure, Inc.	**For Client:** University Medical Center of Southern Nevada
By: Signed by: Devin Head E5E037889D8C47F...	By: _____
Name: Devin Head	Name: _____
Title: VP, Sales	Title: _____
Date: May 13, 2026	Date: _____

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LIST OF EXHIBITS

- **Exhibit A –** Business Associate Agreement between the Parties dated December 30, 2025 [**Intentionally omitted as an exhibit but incorporated herein by reference**]
- **Exhibit B** - Statement of Work (SOWs #1, #2 and #3 (Exhibits B-1, B-2 and B-3))
- **Exhibit C –** Service Level Agreement for SOWs #1 and #3

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EXHIBIT A

[**Intentionally omitted**]

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EXHIBIT B-1

STATEMENT OF WORK #1 FOR AMBIENT AI

This Commure Ambient AI Statement of Work (the "SOW") is entered into between Commure Inc. ("Commure") and University Medical Center Southern Nevada ("Customer") as of the date last signed below (the "Effective Date"). Subject to the terms of the SOW, Customer will receive the below services through the Commure platform (the "Platform") through one or more authorized user ("Authorized Users") logins provided by Commure.

Customer Company Info	**Billing / Accounts Receivable Contact**
Company Name: University Medical Center Southern Nevada Address: 1800 W. Charleston Boulevard Las Vegas, NV 89102 Contact Name: Don Barnwell Contact Email: Don.Barnwell@umcsn.com	Contact Name: _____ Contact Email: AccountsPayable@umcsn.com Contact Phone: _____

I. Definitions.
Except as additionally defined here, capitalized terms shall have the meanings set forth in the Agreement:

"Patients" means all people receiving healthcare services from the Customer.

"AI Templates" means AI instructions, retrieval, and prompting to be utilized by the system on how to compose + generate note sections based on an ambient transcript.

II. Services and Scope. Commure will provide a comprehensive implementation of Commure Ambient AI solution. Commure Ambient AI tool ("Ambient AI") is a HIPAA compliant AI technology that takes unstructured information (audio or text containing information relating to patient visits provided by Customer) and uses Large Language Models ("LLM") to automatically transcribe and augment that information to generate templated outputs, including creating clinical documentation notes in "SOAP" format etc. Ambient AI is currently provided through a web-app, browser extension, iOS, Haiku, or android application of the Platform and will not input information directly into electronic health record ("EHR") or practice management systems ("PM") of Customer unless an integration is included in this SOW.

Service	Notes
1. Project Readiness / Kickoff	Commure will coordinate with Customer through the implementation and deployment of Ambient AI. Project Readiness / Kickoff will set partnership level alignment and touchpoint structure. To support deployment, Commure will provide an Activation Lead for this engagement that will be responsible for the following tasks: ● Kickoff meeting with key stakeholders ● Identify and communicate to project workstream owners ● Identify governance committee members ● Review implementation overview and expectations ● Establish governance committee meeting cadence (eg 30-minutes weekly) ● Outline communication plan for all key stakeholders (Leadership, Legal, Security, Compliance, Providers, Revenue Cycle, etc.) ● Ongoing project management within scope Customer Staffing Requirements Deliverable: Signed off Project Plan

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2a. Epic EHR Integration & Configuration	The Commure Ambient Suite with Epic is a series of vendor services applications that integrate with Epic. One app is the Toolbox application for Commure Ambient in Haiku, and the other app is the Commure Ambient App for non-haiku usage. Apps can be licensed individually, or together. Epic EHR Integration & Configuration: Desktop & Web (Hyperspace/Hyperdrive) Commure will implement and deploy its integration with Customer's Epic environments to facilitate a secure, bi-directional data exchange between the Platform and the Customer's Epic Hyperspace and/or Hyperdrive environments ("Epic environments"). The integration architecture for the desktop and web environments is composed of several API connectors that handle specific data functions. Core Integration Components ● **Authentication & User Management:** o **JWT Auth** - A JSON Web Token (JWT) based authentication mechanism will be established to ensure all API requests between Commure and Epic are secure and authenticated. o **User Management -** Commure will configure a user management interface to link Commure application users with their corresponding Epic user accounts for correct attribution of all actions. Standard done via CSN and SMARTonFHIR user launch. ● **Data Retrieval from Epic:** o **Patient Info / ADT** - An Admission, Discharge, and Transfer (ADT) interface will receive Patient demographic data and updates. o **Appointments -** An HL7v2 interface for SIU (Scheduling Information Unsolicited) events will provide the Commure application with an accurate list of provider appointments. o **Template Endpoint** - The integration will retrieve information about the Customer's specific note templates (SmartText) to ensure proper mapping of generated text. ● **Data Write-Back to Epic:** o Create Note - Using the SetAmbientSmartDataValues API (Sherlock Checklist Template 1563), Commure will write the generated clinical documentation back into the active Epic note across five (5) specific SmartData Elements (SDEs): History of Present Illness, Physical Exam, Results, Assessment & Plan, and Attestation. o These are the only fields this API supports. ● **Clinical Workflow Integration (Hyperspace/Hyperdrive)** o **Application Launch** - The Commure application will be configured to launch directly from the Epic activity panel. o This is setup as an FDI Record for the SMARTonFHIR Activity o Commure's integration with Epic requires the primary items in the FDI Record to be filled out: ▪ Integration Type: SMARTonFHIR ▪ ClientID ▪ URL: ambient.commure.com/epic-launch ▪ Launch Type: Pop-up (recommended), can also be embedded ▪ Authentication ▪ Key: Appointment ▪ Key: CSN o If the window is pop-up, the application can record from computer system microphone audio (if not remote desktop)

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	○ If the window is embedded, the view in Epic cannot record audio ○ **Sidebar iFrame -** A SMARTonFHIR (iFrame) view will be enabled in the Epic sidebar, allowing users to view generated documentation and initiate the write-back process without leaving the patient's chart. This is done through install of the SMARTonFHIR application from Epic Showroom. **Deliverable:** A configured and bi-directional integration between Ambient AI and the Customer's Epic environments.
2b. Epic Mobile Haiku Integration	**Epic Integration & Configuration: Mobile (Haiku)** To support providers on mobile devices, Commure will implement its distinct integration with Epic Haiku, which is listed in the Epic Toolbox on showroom.epic.com. This integration utilizes an embedded Commure WebView within the Haiku application and a series of secure, event-driven API calls orchestrated by Epic to manage the Ambient AI workflow. This integration follows Epic's recommended practices for the Ambient Voice Recognition Blueprint and is designed for the Haiku application. Implementation details are also supported on Sherlock Guide 2050. **User Experience** The workflow is designed to be seamless within the Haiku mobile app: ● The provider initiates an ambient recording session for a patient visit directly within Haiku. ● The provider uses the integrated Commure recording interface to capture the conversation. ● Once the note is generated, the provider can review, edit, and sign the note within the standard Haiku interface. **Technical Architecture & Data Flow** The integration follows a precise, event-driven sequence to ensure security and reliability: ● **Session Initiation & Authentication** - When a provider initiates a recording, Epic Haiku sends an AmbientSessionBegin payload to a secure Commure endpoint. This request, authenticated via JWT, contains the necessary session, user, and patient identifiers, along with a secure callback URL for subsequent communication. In response, Haiku loads the Commure WebView, which handles the recording controls and user interface. ● **Secure Audio Capture & Transfer** - During the recording, Epic's system captures the audio. It then securely transfers the recording to the Commure platform for processing. To protect patient information, the temporary audio file is permanently deleted from Epic's system immediately after the transfer is successful. ● **Note Generation and Delivery** - After processing the audio, Commure's AI services generate the clinical note. The platform then sends a DocumentationReady payload to Epic, making the draft note available for review by the provider within the Haiku interface. ● **Note Finalization in Haiku** - The provider completes the workflow in Haiku. As the user modifies or signs the note, Epic sends Documentation Updated and Documentation Finalized payloads to the Commure platform. This ensures that Commure has a final, accurate record of the note's state and that the workflow is properly concluded on both systems. ● **Testing, Validation, and Support** Commure will perform end-to-end testing for both the Desktop/Web and Mobile (Haiku) integrations in the Customer's non-production environment to validate all data flows. A final validation will be conducted in the production environment with a designated provider using a test patient. Post-integration, Commure will utilize internal monitoring and alerting systems to ensure ongoing integration reliability across all platforms. **Deliverable:** A configured and validated bi-directional integration between the Commure

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	platform and the Customer's Epic environments, enabling the distinct data flows and clinical workflows for Hyperspace/Hyperdrive and Haiku as described above.
3. Deployment Planning & Coordination	**Deployment Planning & Coordination** To support planning and coordination of deployment Commure will: ● Schedule a Kick-off meeting with Commure Operations and Training workstream owner(s) ● Establish provider wave planning meeting cadence (1-hour weekly) Customer will provide or coordinate with Commure to: ● Provide provider directory - name, location, specialty, NPI, practice manager ● Identify clinical champions per specialty ● Analyze provider directory and determine waves by location ● Create and QA AI Templates per specialty **Deliverable**: Commure Ambient AI deployment plan
4. Governance, Security, Data & Operations	**AI Governance, Cybersecurity, Data Management & Operations** Commure will coordinate with the Customer to enable governance, data retention, and security policies are established for Ambient AI. Goals include: ● **Data Retention:** Align on and configure a data retention policy. ● **Patient Consent:** Determine the process with Customer for managing patient consent. ● **Communication Plan**: Outline a communication process for incidents and unplanned downtime. In conduction of these goals, user account provisioning will be established. This can be done through Epic, or an identity provider ("iDP"). ● **SSO / SCIM Integration**: Share specifications for Single Sign-On (SSO) and SCIM integration to enable advanced security mechanisms and automate user provisioning. ● **Role-Based Access Control:** Configure role-based access controls using SCIM. This will allow for the automated assignment of user roles, platform features, and AI Templates based on the Customer's SCIM groups. **Deliverable**: Ambient AI governance, security, and operational plan
5. Reporting and Success Metrics	**Reporting and Administration** Commure will provide access to the Commure Ambient AI Admin Panel, which allows administrators to monitor performance and manage users and templates across the organization. ● **Analytics Dashboard:** The dashboard provides monitoring of activity and usage trends with selectable time-range filters. Available metrics include: o **Core Metrics**: Total Number of Scribes, Daily Active Users, Hours Saved, and Total Recording Time (Minutes). o **Provider Usage:** A sortable list of providers ranked by the number of scribes generated and hours saved. o **Template Usage**: A breakdown of the most frequently used templates. o **Recent Scribes**: A log of recently completed notes, filterable by provider. ● **User Management:** Administrators will have the ability to create, manage, and configure user accounts. Capabilities include: o Adding new users and defining their role, medical specialty, and assigned facility. o Viewing and editing user profiles. o Managing individual template assignments for each user. ● **Template Library:** Administrators can manage the standardized note formats used across the platform. Capabilities include: o Managing a central library of all available templates. o Assigning or removing providers' access to specific templates.

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	○ Configuring unique, provider-specific versions of templates using Custom Formatting. **Deliverable**: Access to the Commure Ambient AI Admin Panel with the capabilities listed above.
6. Training & Go Live Prep	**Training & Go Live Prep** To support provider and administrative staff training and enablement, Commure will coordinate with the Customer to: ● Finalize training logistics ● Develop training materials ● Create and QA Ambient accounts ● Determine virtual support post-go-live (e.g., office hours) ● Align on date to push the Commure Ambient application to mobile devices **Trained Workflow:** ● This is a non-exhaustive option of workflows. The Ambient Suite offers multi-platform support for Android, workstation, or other device users. Below is a common example workflow. ● Providers open Haiku ● Select Patient ● Select "Commure Ambient" Activity Button ● Launches "Commure Ambient in Haiku" ● Select "Start Recording" ● When done, click "End Recording" ● When note sections are generated, edit as see fit, then click "EHR Sync" ● EHR sync can be triggered automatically ● In Epic, refresh or input SmartText template with Ambient Voice Smart Links ● Edit draft note with SmartLinks ● Sign Note - Completed **Deliverable**: Training and internal marketing documents
7. Deployment: White Glove Onboarding Services	**White Glove Onboarding Services** Commure will provide experienced project managers and workflow/AI consultants to integrate with the client informatics and AI team to deploy Ambient AI to 274 providers. This Service includes: Training providers via the agreed-upon methodology. 1:1 | Train the Trainer | Group Supporting app delivery and login Conducting virtual support post-go-live Scheduling and conducting optimization sessions Coordinating a "lessons learned" meeting with key stakeholders
8. Continued Partnership	**Future Enablement:** As part of Ambient AI Rollout delivery for the core ambulatory and emergency department workflows, Commure can extend beyond the note, with Ambient Orders in Nebula, Diagnosis Aware Notes, Ambient Nursing in Rover, and other Ambient+RCM related workflows. Commure deployment bandwidth is prioritized toward existing customers and partners, who receive the latest in the Commure Healthcare AI Suite.
Customer Responsibilities	**Customer Responsibilities** The successful delivery of the project is contingent upon the Customer's timely completion of the following responsibilities. Delays may affect project timelines and fees. ● **Responsibilities Related to Epic Configuration & Access:** ○ The Ambient Voice (Haiku) functionality can be found in Sherlock Guide 2050. ○ Commure's integration requires that the SetAmbientSmartDataValues API is enabled and Ambient Voice capabilities are configured in Epic. ● **Customer Responsibilities**

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	○ Request the Commure Ambient AI application and client-ID from the Epic Showroom to activate it for non-production and production environments. ○ Create or edit a SmartText template in Epic that includes the five required SDEs for note write-back. ○ Provide Commure with necessary access to the non-production Epic environment for testing and validation. ○ Set up FDI record for SMARTonFHIR activity panel if desired for activity launch in Epic ○ Details on FDI Record are in section 1.2a ● **Data & Content:** ○ Provide a complete and accurate provider directory before Deployment Planning. ○ Provide de-identified, representative clinical notes for each in-scope specialty to assist with template creation. ● **Project Management & Workflow:** ○ Define and provide Key Performance Indicators (KPIs) and success metrics prior to project kickoff. ○ Assign a dedicated internal project manager and ensure availability of staff from clinical informatics, legal, compliance, and security for necessary workshops and decisions. ● **Technical & Operations:** ○ Ensure Google Chrome or Microsoft Edge is accessible on all workstations intended for Ambient use. ○ Maintain a functional Mobile Device Management (MDM) solution for deploying the Ambient AI mobile application. ○ Ensure Epic FDI Record for Activity Panel is accessible. ○ Provision app for end users in Epic
Assumptions & Out of Scope Items	The Parties agree to the following: ● **Medical Responsibility**: Commure is not responsible for the final medical or legal accuracy of AI-generated documentation. Providers are solely responsible for reviewing, editing, and approving all notes. ● **Hardware and Infrastructure**: Commure will not provide any physical hardware (desktops, mobile devices, microphones). The customer is responsible for its own internal network management, firewalls, and internet connectivity. ● **EHR System Management:** Commure is not responsible for the setup, configuration, or ongoing maintenance of the Customer's EHR system beyond the specific integration tasks outlined in this SOW. ● **Data Migration:** Migrating historical clinical notes or data from other systems is not included. ● **Human Transcription Services:** This SOW does not include services from Commure Medical Documentation Specialists, which are available for additional fees. ● **HL7v2 Writeback:** Commure will not establish writeback through HL7 ingestion and bridges interfaces under this SOW. This will not impact core product performance. Resulting workflow aligns with Epic's Blueprint architecture for the Ambient Voice Recognition category for Haiku.

II. Pricing. Customer will be charged the license fees set forth below for Ambient AI licenses ("Fees"). Each Authorized User who utilizes Ambient software must have a license to utilize the Service. Customer agrees and acknowledges that sharing of licenses is in violation of, and may lead to immediate termination of, this SOW.

Service	Term Period	List Price	License Quantity	Discount	Extended Price (per user)	Extended Total

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Install	One Time	$40,000	N/A	100%	N/A	$0
Commure Ambient AI	36 Months	$300	40	33%	$200	$96,000 per year*

*A minimum of $96,000 per year will be charged through the end of the Term (defined below). Customer may add additional licenses at any time after the Effective Date, which will be co-termed to the current Term, and additional license fees will be charged on a quarterly basis.

Payment Terms. Customer agrees that all Fees will be paid Net 30 after receiving the invoice. The Fees will be invoiced annually starting on the Effective Date and subsequent annual invoices sent on each annual anniversary thereafter.

Effective Date	**Renewal/Termination.** At the end of the Initial Term or any renewal (each a "Term"), the parties shall work in good faith to mutually agree on and execute a new SOW within thirty (30) days. If no new SOW is executed by the expiration of the current Term, this SOW shall expire and terminate at the end of the current Term. For any renewal Term, Commure will notify Customer of any updates to Service price ("Renewal Pricing").
Initial Term Length 36 months from Effective Date	

III. Agreement Terms. This SOW is governed by the Master Services Agreement of even date herewith, and the Business Associate Agreement dated December 30, 2025. Customer agrees that it, and any person it authorizes to utilize the Services Platform ("Authorized Users"), will abide by the Terms of Use (at https://www.commure.com/legal/general-terms-of-use) (https://www.commure.com/legal/general-terms-of-use) and Privacy Policy (https://www.commure.com/legal/privacy-policy), active at the start of a Term, which are incorporated by reference into the MSA. Commure may terminate this Agreement if Commure determines, in its sole discretion, that an Authorized User has violated the Terms of Use or Privacy Policy.

Disclaimer: All meetings notes and encounter information ("Encounter Notes"), whether or not integrated into the Customer EHR are required to be reviewed by the provider. Customer acknowledges that AI is a developing technology and Commure makes no representation or warranty as to the accuracy or existence of the Encounter Notes with respect to a particular encounter and shall have no liability in connection therewith.

Trademark Statement Epic, Haiku, Rover, and Canto are registered trademarks of Epic Systems Corporation.

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By signing below, the undersigned represents that they have sufficient authority to execute this SOW on behalf of the Customer and agrees on behalf of the Customer to be bound by the terms of this SOW and all terms and conditions.

Signature	Print Name	Title	Date

Received and Accepted by Commure:

Signature	Print Name	Title	Date
Signed by: Devin Head E9E037889D8C47F...	Devin Head	VP, Sales	May 13, 2026

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EXHIBIT B-2

STATEMENT OF WORK #2 FOR CALL CENTER AGENTS

This Commure Agents Statement of Work (the "**SOW**") sets forth the services Commure Inc. ("**Commure**") will provide to the organization set forth below ("**Customer**") starting on the date last signed below ("Effective Date"). Upon execution of the SOW, Customer will receive the below services through the Commure platform (the "**Platform**") through one or more authorized user ("**Authorized Users**") logins provided by Commure.

Customer Company Info	**Billing / Accounts Receivable Contact**
Company Name: University Medical Center Southern Nevada Address: 1800 W. Charleston Boulevard Las Vegas, NV 89102 Contact Name: Don Barnwell Contact Email: Don.Barnwell@umcsn.com	Contact Name: _____ Contact Email: umc_ap@umcsn.com6 Contact Phone: _____

I. **Services.** Customer agrees to receive the below service(s) from Commure:

Service	Notes
Commure AI Agent	Commure AI Agent ("Agent") is a HIPAA-compliant AI technology that operates across multiple modalities - Voice Agent and/or Text Agent - to automate repetitive, structured tasks on behalf of healthcare organizations. Voice Agent handles inbound and outbound phone calls (e.g., answering FAQs, booking appointments), and Text Agent manages SMS or chat-based interactions (e.g., reminders, patient Q&A), using large language models and speech/text technologies.
Integration Professional Services	In order to further leverage the utility of Commure's AI platform, integrations into the customer's EHR instance (and if applicable, other relevant applications and software) (together, "**Customer EHR**") are available at an additional cost. Integrations are configured to Customer EHR through engineering support provided by Commure. In some instances, depending on the functionality of the Customer EHR, Commure may request the Customer connect Commure engineers with Customer EHR developers and other representatives ("**EHR Representatives**"). The integrations, among other things, depending on the Customer EHR instance, can be expected to read appointments by provider and synchronize and writeback provider notes and any other encounter information into the Customer EHR.

Use Case	Use Case Details	Detail Description
Call Center - Voice Agents *(Inbound Calls)*	**Use Case Overview**	Commure shall design, develop, and implement an agentic voice solution for the UMCSN Orthopedic and Spine Institute to automate appointment management within the Epic EHR environment. This system will enable users to autonomously schedule, reschedule, and cancel appointments, complete patient intake specific to appointment scheduling, in addition to managing FAQs and routing calls for human handoff when necessary. The solution will conduct voice-based searches and will programmatically route incoming

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		calls to the corresponding client phone numbers in accordance with defined routing logic and configuration parameters.
	Facility FAQ	Commure Call Center Voice Agents will engage with callers with the capability of providing standard "facility FAQ". This includes facility hours, address and phone number. This information will be returned and controlled by a dashboard It is dependent on configurations made in the platform to the Customer knowledge base.
	Caller Routing Paths	Commure AI Agent call routing to human support when required. Routing may occur either upon explicit request by the caller or when the caller's inquiry falls outside the defined scope of the Facility FAQ as well as for patient inquiries relevant to post-op concerns, new or worsening symptoms, billing, FMLA/disability forms, and medication refills. Call routing can take place only within the health system's telephony tree.
	EHR Integration	• Create new patient at EHR • Add/update patient information • Get appointment slots • Request/create appointment • Update/cancel Appointment

Project Scope & Tasks	
Milestones	**Deliverable**
Project Kick Off	Commure will coordinate with Customer through the implementation and deployment of Commure Call Center - Voice Agents. Project Readiness / Kickoff will set partnership level alignment and touchpoint structure. To support deployment, Commure will provide an Implementation Manager for this engagement that will be responsible for the following tasks: • Kickoff meeting with key stakeholders • Identify and communicate to project workstream owners • Identify governance committee members • Review implementation overview and expectations • Establish governance committee meeting cadence (eg 30-minutes weekly) • Outline communication plan for all key stakeholders (Leadership, Legal, Security, Compliance, Providers, Call Center Admins, etc.) • Ongoing project management within scope
Agent Validation	Establish Agent Validation Workgroup / Reporting setup and deliver early prototype of the agent to showcase agent behavior & integration based on: • Patient Identity & Safety Requirements (Full name, DOB, last 4 of social security number) • Scheduling & Access Rules

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	• Handoff Design
Test Telephony Integration	Establish and validate a secure, bidirectional IVR communication link between the Call Center platform and your existing telephony infrastructure. • Finalize the secure connection between the platform and your environment using validated credentials and configuration protocols. • Test transition of calls between the Test IVR and the Development Voice Agent. • Ensure the agent successfully receives and processes calls from your IVR as well as route calls back to the appropriate IVR queues or endpoints.
Sandbox EHR/System Integration	Sync the Voice Agent with a secure Sandbox environment, allowing it to perform real-time data operations that mirror your actual clinical workflows. • Configure the Commure Sandbox to replicate your specific EHR instance, ensuring the AI operates within a familiar data structure and logic. • Test the "Agent Tools" to confirm the AI can successfully execute specific actions, data retrieval and system writeback • Verifying that the AI's responses are correctly triggered by the data it receives from the EHR.
Prototype QA/Internal Testing	Conduct a comprehensive "stress test" of the Voice Agent to ensure performance, accuracy, and integration stability before handing it over for client review. • Finalize the agent's behavior, and logic to ensure it performs exactly as the final version will on day one of go-live. • Test of the entire loop (from the initial telephony connection through the EHR data exchange) • Test how the agent handles unexpected user behavior, background noise, or complex clinical queries to ensure a resilient user experience.
System UAT	Client-led testing of the fully integrated Voice AI solution, ensuring the system performs as expected across all telephony, data, and behavioral requirements. • Client gains access to a fully functional environment where the Voice Agent is active, connected to the EHR Sandbox, and reachable via the test telephony line. • Verification of the complete end-to-end journey • Collaborative window to identify final refinements, ensuring the system is optimized for your specific patient population.
Agent Deployed	Finalize the transition from the testing environment to production and officially launch the Voice AI solution for your organization on the "Go-Live Date" which is defined as the date or date(s) on which Commure will begin providing the services provided under this SOW on behalf of the Client facilities or departments and the below criteria are met. • Formal sign-off following the successful completion of User Acceptance Testing • Production Environment Activation • A final verification of all telephony routing, EHR security protocols, and safety guardrails in the live setting. • Official Launch
Customer Requirements	
Customer Dependencies	Commure will work with the customers IT team to get access to the necessary resources that will allow the below tasks: Function: Identity - Required FHIR Resource: Patient - Access Level: Read / Write

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	Patient.Create (Demographics) (R4) Function: Scheduling - Required FHIR Resource: Appointment, Slot, Schedule - Access Level: Read /Write Appointment.$book (STU3) CancelAppointment Function: Financials - Required FHIR Resource: Coverage - Access Level: Read *Additional APIs and resources may identified during the implementation Customer must also provide Commure access to telephony system and scheduling IVR.

II. Pricing. Customer will be charged the fees set forth below for Agent deployment. Billing will occur annually through the end of the Term (defined below).

Service	Term Period	List Price	Annual Volume Minimum	Discount	Extended Total
Professional Services	One Time	$75,000	NA	33%	$50,000
Call Center Platform License - Voice Agents (Inbound Calls)	36 Months	$200,000	Up to 150,000 calls	15%	$170,000

A minimum of $170,000 per year will be charged through the end of the Term Period. Customer may exceed the Annual Minimum Volume at a cost of $1.10 per call. Any such excess usage fees will be invoiced on a quarterly true-up basis.

Payment Terms. Customer agrees that all payments will be made Net 30 after receiving the invoice. Payment for Professional Services fee will be invoiced starting on the Effective Date. The Call Center Platform License fee will be invoiced annually starting 30 days after the Go-Live Date, and subsequent annual invoices will be sent on each annual anniversary thereafter.

Effective Date	**Renewal/Termination.** At the end of the Initial Term or any renewal (each a "**Term**"), the parties shall work in good faith to mutually agree on and execute a new SOW within thirty (30) days. If no new SOW is executed by the expiration of the current Term, this SOW shall expire and terminate at the end of the current Term. For any renewal Term, Commure will notify Customer of any updates to Service price ("**Renewal Pricing**").
Initial Term Length 36 months from Effective Date	

Agreement Terms. This SOW is governed by the Master Services Agreement of even date herewith, and the Business Associate Agreement dated December 30, 2025. Customer agrees that it, and any person it authorizes to utilize the Services Platform ("**Authorized Users**"), will abide by the Terms of Use (at https://www.commure.com/legal/general-terms-of-use) and Privacy Policy (https://www.commure.com/legal/privacy-policy), active at the start of a Term, which are incorporated by reference into the MSA. Commure may terminate this Agreement if Commure determines, in its sole discretion, that an Authorized User has violated the Terms of Use or Privacy Policy.

Disclaimer: All meetings notes and encounter information ("**Encounter Notes**"), whether or not integrated into the Customer EHR are required to be reviewed by the provider. Customer acknowledges at AI is a developing technology and Commure

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makes no representation or warranty as to the accuracy or existence of the Encounter Notes with respect to a particular encounter and shall have no liability in connection therewith.

***

By signing below, the undersigned represents that they have sufficient authority to execute this SOW on behalf of the Customer and agrees on behalf of the Customer to be bound by the terms of this SOW and all terms and conditions.

Signature	Print Name	Title	Date

Received and Accepted by Commure:

Signature	Print Name	Title	Date
Signed by: Devin Head E5E037889D8C47F...	Devin Head	VP, Sales	May 13, 2026

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EXHIBIT B-3

STATEMENT OF WORK #3 FOR INTAKE PLATFORM

This Commure Intake Platform Statement of Work (the "**SOW**") sets forth the Services Commure Inc. ("**Commure**") will provide to the organization set forth below ("**Customer**") starting on the date last signed below ("Effective Date"). Upon execution of the SOW, Customer will receive the below services through the Commure platform (the "**Platform**") through one or more authorized user ("**Authorized Users**") logins provided by Commure. Commure and Customer are referred to herein collectively, as the "**Parties**" and individually, as a "**Party**."

Customer Company Info	**Billing / Accounts Receivable Contact**
Company Name: University Medical Center Southern Nevada Address: 1800 W. Charleston Boulevard Las Vegas, NV 89102 Contact Name: Don Barnwell Contact Email: Don.Barnwell@umcsn.com	Contact Name: _____ Contact Email: AccountsPayable@umcsn.com Contact Phone: _____

I. **Services.** Customer agrees to receive the below service(s) from Commure:

Service	Notes
Commure Intake	Commure Intake **("Intake")** is a HIPAA-compliant, AI-powered workflow platform designed to automate, manage, and optimize the referral intake process for healthcare organizations. Intake supports high-volume, multi-channel referral workflows, ingests referrals from multiple sources (fax, email, portal, HL7, or direct messaging) and applies structured logic, intelligent routing, and real-time task assignment to streamline intake operations. The platform includes configurable business rules, AI-assisted data extraction and team-specific work queues. Intake also enables integration with Commure AI Agents (Voice, Web, Text) to further automate workflows.
Integration Professional Services	In order to further leverage the utility of Commure's AI platform, integrations into the customer's EHR instance (and if applicable, other relevant applications and software) (together, "**Customer EHR**") are available at an additional cost. Integrations are configured to Customer EHR through engineering support provided by Commure. In some instances, depending on the functionality of the Customer EHR, Commure may request the Customer connect Commure engineers with Customer EHR developers and other representatives ("**EHR Representatives**"). The integrations, among other things, depending on the Customer EHR instance, can be expected to read appointments by provider and synchronize and write back provider notes and other encounter information into the Customer EHR.

Project Scope & Tasks		
Stage	**Use Case**	**Deployment Description**
Project Kick Off	Stakeholder Alignment	Commure will coordinate with Customer through the implementation and deployment of Commure Intake. Project Readiness / Kickoff will set partnership level alignment and touchpoint structure. To support deployment, Commure will provide an Activation Lead for this engagement that will be responsible for the following tasks:

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		• Kickoff meeting with key stakeholders • Identify and communicate to project workstream owners • Identify governance committee members • Review implementation overview and expectations • Establish governance committee meeting cadence (eg. 30-minutes weekly) • Outline communication plan for all key stakeholders (Leadership, Legal, Security, Compliance, Providers, Revenue Cycle, etc.) • Ongoing project management within scope
Stage 1 - Referral Submission methods (altogether "Referrals")	Referral Documentation	Clinicians and partners will continue to send referrals via fax. Commure will ingest these files from the Customer's RightFax server via a secured SMB share or sFTP endpoint
	Document Classification	Because incoming faxes are currently mixed (e.g., lab results, admin comms), Commure AI will perform document classification to isolate clinical referrals from non-referral documents.
Stage 2 - Business Rules	Rule Application	Commure will apply rule-based filters to automatically flag or deny Referrals based on client-specific criteria: non-contracted insurance (not matching active contract list), non-treating body part, and missing clinical authorization (authorization details not present in documentation). Commure and client to mutually define after project kickoff.
	Denied Referrals Notification	Denied referrals due to payer or service area or other criteria will automatically notify the Operations team for appeal review.
Stage 3 - Process Pending	Structured Data Extraction	Commure Intake AI models will extract structured fields including Patient Demographics, ICD-10 Diagnosis Codes, Referring Provider NPI, and Authorization Numbers.
	Referral Coordinator Workflow	Referral Coordinators will validate extracted data within the Commure UI. If data is missing (e.g., an authorization number), coordinators can route tasks to the appropriate internal team
Stage 4 - Launch (SMART on FHIR)	SMART on FHIR Dashboard	The Commure UI will be embedded directly within Epic Hyperspace. Users can launch the dashboard from the Referral Entry screen, Patient Chart, or a dedicated Tab.
	Patient Matching	Commure will utilize MRN-based matching via the interface engine. If no match is found, the referral is held in a generic work queue for manual reconciliation.
Stage 5 - Final Approval & Writeback	Writeback into Epic	Approved referrals will trigger an ORM^O01 General Order Message via HL7. This creates a Referral (REF) shell and an Order (ORD) simultaneously in Epic. This leverages Epics Incoming Referral Interface specification and CPOE interface

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		modules via Bridges.
	Work Queue Routing	Successfully written-back records will populate the "Incoming Authorized Referrals Ready for Scheduling" work queue.
	Go-Live Date	“Go-Live Date” is the date or date(s) on which Commure will begin providing the services provided under this SOW on behalf of the Client facilities or departments.
Customer Requirements		
Customer Dependencies	Technical Infrastructure & Connectivity	Fax Server Integration: Client must configure the RightFax server to export referral PDFs or TIFFs to a secured SMB share or sFTP endpoint accessible by Commure for ingestion. Interface Engine Access: Client must provide access and routing within the Corepoint interface engine to facilitate the transfer of messages to Epic Bridges.
	Epic Configuration & HL7 Mapping	Bridges Analyst Support: Provision of Bridges analysts to assist with mapping translation tables and potential custom logic (e.g., MUMPS/Cache) if standard mapping is insufficient. Message Type Configuration: Validation of the ORM^O01 (General Order) message format to ensure it correctly triggers the creation of both a Referral (REF) and an Order (ORD) in the Epic production environment. Segment-Level Mapping: Collaboration on specific segment mapping for the CPOE interface, including: ● Mapping for MRN-based matching. (PID-3) ● Mapping for extracted ICD-10 Diagnosis codes (DG1) ● Mapping for Referring Provider NPI and specialty-specific Universal Service IDs. (ORC/OBR)
	Workflow & Patient Identification	Matching Logic Selection: Confirmation of the preferred patient matching logic; if no MRN match is found, the system will hold the referral in a generic work queue for manual reconciliation (Option B). Work Queue Routing: Verification that approved referrals correctly populate the "Incoming Authorized Ortho Referrals Ready for Scheduling" work queue. SMART on FHIR Enablement: Configuration of the Epic instance to support external SMART on FHIR applications and whitelisting of launch points within the Hyperspace workflow.
	Project Management & Data Validation	Testing Data: Provision of test patient records and non-production Epic environment access for end-to-end workflow validation.

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		SME Availability: Access to Orthopedic Referral Coordinators to define "hard requirements" for referral creation, such as mandatory authorization numbers for specific insurance plans. Credentialing: Provision of production login credentials for the final launch of the SMART on FHIR dashboard within the clinical workflow.

II. Pricing. Customer will be charged the services fees listed below.

Service	Term Period	List Price	Discount	Extended Total
Professional Services	One Time	$75,000	33%	$50,000
Intake Platform License	36 Months	$125,000	20%	$100,000 per year

Payment Terms. Customer agrees that all payments will be made Net 30 after receiving the invoice. Professional Services fee will be invoiced starting on the Effective Date. Intake Platform license fee will be invoiced annually starting 30 days after the Go-Live Date and subsequent annual invoices sent on each annual anniversary thereafter.

Effective Date	**Renewal/Termination.** At the end of the Initial Term or any renewal (each a "**Term**"), the parties shall work in good faith to mutually agree on and execute a new SOW within thirty (30) days. If no new SOW is executed by the expiration of the current Term, this SOW shall expire and terminate at the end of the current Term. For any renewal Term, Commure will notify Customer of any updates to Service price ("**Renewal Pricing**").
Initial Term Length 36 months from Effective Date	

Agreement Terms. This SOW is governed by the Master Services Agreement of even date herewith, and the Business Associate Agreement dated December 30, 2025. Customer agrees that it, and any person it authorizes to utilize the Services Platform ("**Authorized Users**"), will abide by the Terms of Use (at https://www.commure.com/legal/general-terms-of-use) and Privacy Policy (at https://www.commure.com/legal/privacy-policy), active at the start of a Term, which are incorporated by reference into the MSA. Commure may terminate this Agreement if Commure determines, in its sole discretion, that an Authorized User has violated the Terms of Use or Privacy Policy.

Disclaimer: All Referral documentation information, including Writeback information ("**Intake Documentation**"), whether or not integrated into the Customer EMR, are required to be reviewed by the Customer prior to submission. Customer acknowledges that AI is a developing technology and Commure makes no representation or warranty as to the accuracy or existence of the Intake Documentation with respect to a particular Referral as provided by Customer. Accuracy of medical records is the responsibility of the Customer.

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By signing below, the undersigned represents that they have sufficient authority to execute this SOW on behalf of the Customer and agrees on behalf of the Customer to be bound by the terms of this SOW and all terms and conditions.

Signature	Print Name	Title	Date

Received and Accepted by Commure:

Signature	Print Name	Title	Date
Signed by: Devin Head E5E037889D8C47F...	Devin Head	VP, Sales	May 13, 2026

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Exhibit C
Service Level Agreement for SOWs #1 and #3

Generally. This section sets forth the service levels targets and support obligations ("**SLAs**") applicable to all Services provided under SOWs #1 and #3, and describes the methodology pursuant to which SLAs are measured. Any service credits described herein represent Customer's sole and exclusive remedy for failure to meet such targets.

Help Desk Operations: Commure shall maintain a help desk staffed with personnel to receive inquiries by telephone and e-mail Monday through Friday from 8:00AM – 6:00PM PST Monday through Friday, excluding holidays and scheduled maintenance periods ("**Business Hours**").

Support Response Times: Commure shall use commercially reasonable efforts to respond to support requests pursuant to the chart below and engage to correct or provide a reasonable workaround to address all material errors that are identified in the Services.

Error Classification	Description	Examples	Commure Response Time
High	Errors preventing essential work from being done; sustained service outages.	App is down for all users. Data corruption or loss.	Within 60 minutes from the initial call or receipt of email during Business Hours and within 120 minutes outside of Business Hours
Medium	Errors which impair functionality, which do not preclude operations but which may cause Customer to suffer significant inconvenience while performing day-to-day business functions.	A non-core feature is down. Slower-than-usual system	Next business day.
Low	Errors which may cause minor impairment of functionality, which do not preclude operations but which may cause Customer to suffer minor inconvenience in performing day-to-day business functions.	Cosmetic bug. Feature request. Documentation issue.	Next business day.

1. Service Level Requirements. Commure shall perform the Services in accordance with the service level targets set forth in this Exhibit. Performance shall be measured for each period set forth in the table in Section 3 ("**Measurement Period**"). Upon a properly submitted request from Customer as set out herein, and subject to Customer's compliance with all terms of the SOW, Commure will review its performance data with respect to the Availability and to determine if Customer is eligible for service level credits ("**Service Level Credits**"), as further described in this Exhibit.

2. Excused Downtime. "***Excused Downtim***e" shall mean the total time during which the Services are not available for use by the Customer due to (i) events or factors outside of Commure's reasonable control, including a Force Majeure Event; (ii) non-Commure hardware, equipment, software, internet server, network, or facility issues; (iii) the action or inaction of Customer or its authorized user; (iv) any use prohibited by or inconsistent with the terms of the SOWt; (v) Customer suspension or termination; (vi) scheduled or emergency maintenance; (vii) Customer's use of beta, evaluation, or free services; (viii) third-party services or systems; or (ix) security threats or attacks.

3. Metrics. SLAs and Measurement Periods are set forth in the table below. To the extent necessary, SLAs are further defined below.

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Service Level	Definition & Metric	Measurement Period
Availability	Other than for Excused Downtime, Commure will use commercially reasonable efforts to make the Services available 99.5% of the time, measured monthly. This availability commitment excludes unavailability caused by the exceptions set forth in Section 2 above.	Monthly

4. Service Level Credits.

a. Subject to Customer's compliance with all terms of the SOW, Commure's failure to meet the availability target of 99.5% in any given Measurement Period may entitle Customer to service level credits as set out below, which shall be Customer's sole and exclusive remedy for any availability or performance issues. Credits will be calculated against the portion of fees paid for the affected Service only. Customer under the Service Agreement.

Availability (Monthly)	Service Level Credit (Percentage of the Aggregate Monthly Portion of the Fees)
At or above 99.5%	0
<99.5%– 98.0%	10%
<98.0% – 95.0%	15%
<95.0%	25%

b. In the event the Availability falls below 90% during any three (3) consecutive months of the Term of the SOW, and such failure is not due to Excused Downtime or circumstances beyond Commure's reasonable control.

Service Credit Request Procedure: To request a Service Credit, Customer must email support@commure.com within thirty (30) days of the incident giving rise to the Service Credit. Failure to submit a request within this timeframe will forfeit Customer's right to receive a Service credit. To be eligible, the Service Credit, the request must be received by Commure by the end of the 2nd month after which the incident giving rise to the Service Credit occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each downtime incident; and
- Customer's account information; and
- any relevant documentation and evidence necessary to substantiate the SLA Credit Request, including specific error logs, timestamps, and affected user information the errors and corroborate Customer's claimed SLA breach

Docusign Envelope ID: 2E8DFA00-5DD6-801A-819A-C1291890F404

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: 3

Corporate/Business Entity Name:	Commure, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1300 Terra Bella Ave. Suite 200	**Website:** www.commure.com
City, State and Zip Code:	Mountain View, CA 94043	**POC Name:** Mick Majewski **Email:** mmajewski@commure.com
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)
General Catalyst	Owner	>5%
Tanay Tandon	CEO	>5%
no other material owners		

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:
Devin Head
E5E037889D8C47F...
Signature

Devin Head
Print Name

VP, Sales
Title

May 13, 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

* 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:	**Telemetry Agreement with Philips Healthcare**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board authorize the Chief Executive Officer to sign the Telemetry Agreement with Philips Healthcare; 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: 3000709500
Funded Pgm/Grant: N/A
Description: Telemetry Agreement
Bid/RFP/CBE: NRS 450.525 – GPO; NRS 332.115 (c) – Additions to/maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person
Term: One-time purchase of equipment; Five-year Service Agreement
Amount: $2,793,705.25 / Total
Out Clause: 60-day written notice

BACKGROUND:

This agreement allows for upgrades to UMC's current telemetry system and equipment with Philips Healthcare. The current telemetry system at UMC has reached end of life. The upgrade will involve replacing servers, adding new monitors, relocating the telemetry room to the first floor, and implementing the MATC Software Evolution Service Agreement. The estimated total cost is $2,793,705.25. Staff also requests authorization for the Hospital CEO to execute extension options and amendments within his annual delegation of authority, if deemed beneficial to UMC.

UMC's Chief Nursing Officer has reviewed and recommends approval of this Agreement. The Agreement was approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2026 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2026

Agenda Item #
11

PHILIPS

Sold to:

University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Presented By

Bryan Dittebrandt
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Email: bryan.dittebrandt@philips.com

Quote #: Q-00739726
Customer #: 94032296
Quote Date: 04/13/26
Valid Until: 07/15/26

PIC 4 Upgrade w/SES _Tier 2

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As an industry leader in Healthcare, we also pride ourselves on providing great Customer Service.
I am pleased to submit the attached proposal for your consideration.
I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.
To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
- Ensure your purchase order references the Philips quote number
- Purchase orders must be signed digitally or physically
  or
- Complete the information on the quote Signature Page

Thank you again for considering Philips.

Thank you,

Bryan Dittebrandt

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

PHILIPS

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PHILIPS

1. Financial Overview

iXC to iX4 SES - License Upgrade

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
1	866390	Patient Information Center iX Expand	1	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

iXC to iX4 SES - New Server

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
2	866424	PIC iX Hardware	6	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

iXC to iX4 SES - W10 Upgrade

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
3	866424	PIC iX Hardware	21	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

iXC to iX4 SES - True Up Licenses

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
4	866390	Patient Information Center iX Expand	1	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

iXC to iX4 SES - Clinical Services

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
5	989803216601	Clin Config & Imp: 1 Overtime Shift	2	[redacted]	[redacted]	[redacted]
Total Sub-Section Price:						[redacted]
Discount Amount:				[redacted]		
Total Section Price:						[redacted]

	Total Net Price
List Price	[redacted]
Contract Discount	[redacted]
Total Net Price	$ 84,065.68

PHILIPS

2. Quote Summary

iXC to iX4 SES - License Upgrade

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
1	866390	Patient Information Center iX Expand					
1.1	866390_RV4	RV4 PIC iX Software Release 4	1	[redacted]	[redacted]	[redacted]	[redacted]
1.2	866390_UT4	UT4 B/C to 4 Entitlement UPG	1	[redacted]	[redacted]	[redacted]	[redacted]
1.3	866390_SM4	SM4 Upgrade SMA B/C to 4	1	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]

Total Sub-Section Price: [redacted]

iXC to iX4 SES - New Server

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
2	866424	PIC iX Hardware					
2.1	866424_RV4	RV4 PIC iX 4.0	6	[redacted]	[redacted]	[redacted]	[redacted]
2.2	866424_SMA	SMA OS and Hardware	6	[redacted]	[redacted]	[redacted]	[redacted]
2.3	866424_SVM	SVM VMWare Server SMA	6	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]



Picture represents product family and may not be the exact configuration quoted.

Total Sub-Section Price: [redacted]

iXC to iX4 SES - W10 Upgrade

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
3	866424	PIC iX Hardware					
3.1	866424_RV4	RV4 PIC iX 4.0	21	[redacted]	[redacted]	[redacted]	[redacted]

3.2	866424_SMA	SMA OS and Hardware	21	[redacted]	[redacted]	[redacted]	[redacted]
3.3	866424_S10	S10 Windows 10 SMA	21	[redacted]	[redacted]	[redacted]	[redacted]
3.4	866424_SS1	SS1 SQL Svr Std 1 CAL SMA	21	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]



Picture represents product family and may not be the exact configuration quoted.

Total Sub-Section Price: [redacted]

iXC to iX4 SES - True Up Licenses

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
4	866390	Patient Information Center iX Expand					
4.1	866390_RV4	RV4 PIC iX Software Release 4	1	[redacted]	[redacted]	[redacted]	[redacted]
4.2	866390_NEW	NEW New Add On or Expand	1	[redacted]	[redacted]	[redacted]	[redacted]
4.3	866390_1X4	1X4 PIC iX Enterprise	27	[redacted]	[redacted]	[redacted]	[redacted]
4.4	866390_NTP	NTP Network	27	[redacted]	[redacted]	[redacted]	[redacted]
4.5	866390_PR0	PR0 Pro	27	[redacted]	[redacted]	[redacted]	[redacted]
4.6	866390_V1S	V1S Visibility	27	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]

Total Sub-Section Price: [redacted]

iXC to iX4 SES - Clinical Services

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
5	989803216601	Clin Config & Imp: 1 Overtime Shift	2	[redacted]	[redacted]	[redacted]	[redacted]

Total Sub-Section Price: [redacted]

Total Section Price: [redacted]

	Total Net Price
List Price	[redacted]
Contract Discount	[redacted]
Total Net Price	$ 84,065.68

PHILIPS

3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	866390 Patient Information Center iX Expand	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
2	866424 PIC iX Hardware	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
3	866424 PIC iX Hardware	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
4	866390 Patient Information Center iX Expand	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
5	989803216601 Clin Config & Imp: 1 Overtime Shift	Value Added Services	Value Added Services	0/0/100

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.
Z is the percentage invoiced 30 days from date of shipment (Ultrasound Systems Portfolio Only)

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

If the quote includes a Unit Net Price, the Net Price listed on the quote is the binding price. The Unit Net Price may have a minimal pricing discrepancy when the quantity purchased is greater than 1.

All amounts in this quote are in USD

PHILIPS

4. Acceptance by Parties

Invoice to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

	Total Net Price
Total Net Price	$ 84,065.68

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation. Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction.

We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable_____Tax Exempt X
   If Exempt, please indicate the Exemption Certification Number: RCE-004-280, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

PHILIPS

General Terms and Conditions of Sale and Software License
("Conditions of Sale") (Rev 26.1)

1. Quotation, Order, and Payment

1.1 The equipment, service, and software ("Product(s)") offered on the quotation by the Philips legal entity identified thereon ("Quotation") are subject to these Conditions of Sale, the Quotation, and any schedules and attachments attached hereto. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) will serve only as Customer's acceptance of the Quotation and these Conditions of Sale in the absence of a signature of Customer's authorized representative on the Quotation. Any different or additional terms proposed by Customer are rejected and do not apply.

1.2 Prices and payment terms are in the Quotation. Net payment terms are based on invoice date. Orders are subject to Philips' credit review and approval. Prices exclude taxes, which are Customer's responsibility. Philips will invoice and Customer will pay all applicable taxes unless Customer provides a tax exemption certificate in advance.

1.3 If Customer fails to pay or breaches these Conditions of Sale, Philips may suspend its obligations and deduct the unpaid amount from any amounts owed to Customer, in addition to other rights or remedies.

1.4 Customer cannot cancel an order for equipment. If Customer cancels an order for equipment before the order is sent to the factory, Customer will pay 15% of the net selling price. If Customer cancels after the order for equipment is sent to the factory, Customer will pay the full net selling price. If Customer has not taken delivery of equipment within 24 months from Quotation acceptance, the order is deemed canceled and the cancelation charges in this section will apply according to their terms. In all cases cancelation of orders of software shall be governed by the terms of the Product schedule applicable to such software Product. In the absence thereof, such orders are non-cancelable.

1.5 Philips may make partial or early shipments, and Customer will pay invoices for such shipments according to the payment terms in the Quotation. Payments can be made by check, ACH, or wire. Philips does not accept transaction fees for electronic fund transfers or other payment methods. Philips imposes a 2% surcharge on credit cards, not exceeding its cost of acceptance. Check payments over $50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.

1.6 Philips is entitled to retain a security interest in the Products until full payment is received. Philips may change the design or specifications of the Products at any time, provided the change does not adversely affect performance.

1.7 Products are sold and delivered independently of any services (including installation, configuration, integration, and training) and third-party items listed in the Quotation. Customer acknowledges that, except as otherwise stated on the Quotation, each may be scheduled, performed, delivered, and invoiced separately by Philips according to these Conditions of Sale.

2. Lease and Trade-In

2.1 If Customer wants to convert a purchase to a lease, Customer must provide relevant rental documents for review and approval by Philips within 90 days before delivery. Customer is responsible for converting the transaction to a lease and securing the leasing company's approval of these Conditions of Sale. No product will be delivered until Philips receives and approves the fully executed lease documents. If the lease does not fund, Customer guarantees payment of all monies due, Philips may convert the lease back to a purchase and invoice Customer, and Customer will pay all invoiced amounts per the invoice terms.

2.2 For any equipment being traded in ("Trade-In"), Customer warrants it has good and marketable title. The trade-in value depends on Customer providing the Trade-In by the date Philips makes the new Product available for first patient use and may change if Customer delays delivery, installation, or go-live dates, or if the Trade-In is not in good working order, is damaged, or differs from the Quotation. Customer must clean and sanitize all components, drain chiller lines, cap plumbing, and delete personal data. Customer agrees to reimburse Philips for any out-of-pocket costs arising from Customer's breach of this section.

3. Shipment and Installation

3.1 Philips will deliver the Products according to the shipping terms in the Quotation. Additional costs for different delivery terms are Customer's responsibility. Risk of loss transfers to Customer upon Philips' delivery of Product to the Customer location specified in the Quotation and Customer will promptly acknowledge receipt of Product by signing proof of delivery. Philips will make reasonable efforts to meet the delivery date confirmed by Philips with Customer prior to releasing the Product for production ("Delivery Date"). If Customer delays delivery beyond the Delivery Date, Customer will pay reasonable expenses incurred by Philips, including storage fees, transportation expenses, and related costs. Customer will pay any delivery installment payment upon delivery to Customer site or Philips warehouse.

3.2 Philips will carry out Product installation according to Philips' established installation process for the Product and notify Customer when the installation is completed. As requested by Philips, upon completion of Installation (including any training included as part of Philips' installation process), Customer shall sign a certificate confirming the completion of installation and handover of the Product for use.

3.3 In case installation and training is not provided by Philips, Customer must ensure that installation and training is provided by a third party authorized by Philips. Where applicable, Philips can only release Product for use if the installation and training have been performed by a third party authorized by Philips and per Philips' instructions.

3.4 For installation by Philips, Customer must at its own expense (i) provide secure, adequate storage for the Products and unobstructed access to the Products and installation site; (ii) comply with Philips' installation requirements and applicable safety, electrical, and building codes; (iii) remove hazardous material; (iv) obtain necessary permits and licenses; (v) assist in moving the Products to the installation site; and (vi) be responsible for rigging, removal of obstacles, and restoration work. If Products are connected to a computer network, Customer is responsible for network security.

3.5 If the above conditions are not met, Philips may interrupt installation and testing and extend the installation period, and Customer will pay any additional costs. Philips is not liable for the fitness or adequacy of the premises or utilities for installation or storage.

3.6 If Philips comes on site to Customer's facilities, Philips 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 Philips 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 Philips'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.

4. Product Warranty

4.1 Philips' Product-specific warranties are set forth at https://www.usa.philips.com/healthcare/support/terms-and-conditions, and such terms and conditions are incorporated herein as applicable to the Products under the Quotation. Customer's signature on, or issuance of PO in connection with, the Quotation will be deemed agreement that such Product-specific warranty(ies) apply to Customer's purchase. In the event a warranty is not listed on such webpage for a Product under the Quotation, the following Sections 4.2-4.9 apply to Customer's purchase.

4.2 For hardware Products, Philips warrants the Product will materially comply with its specifications for one year from the date of Customer's receipt of the Product as evidenced by the proof of delivery, provided the Product has been properly used and maintained. If Philips is responsible for installation, the warranty shall be prolonged to cover the period of installation until handover or first clinical use, whichever occurs first. Such prolongation shall not exceed a total warranty period expiring later than 15 months from the date of shipment unless Philips requires an extension of time to complete installation. Philips warrants disposable Products intended for single use will be of good quality until the expiration date.

4.3 Philips warrants stand-alone Licensed Software will substantially conform to the technical specification for 90 days from availability.

4.4 Philips warrants services will be performed in a good and workmanlike manner for 90 days after completion. Philips' sole liability, and Customer's sole remedy, for breach of this service warranty is to give credit for the service price or re-perform the services.

4.5 To make a warranty claim, Philips must receive written notice within the warranty period and a reasonable period after

discovery of the defect. Replaced Product or parts must be returned to Philips and will be Philips' property.

4.6 Philips' warranty obligations and Customer's sole and exclusive remedy are, at Philips' option, repair or replacement of the Product or part, or a pro rata refund of the purchase price after a reasonable cure period and return of Product(s). Replacement parts will be new or equivalent.

4.7 Philips has no obligations for defects resulting from use, operation, modification, configuration, calibration, or maintenance not in accordance with the Product specification and instructions; abuse, negligence, accident, or damages caused by Customer; improper site preparation, external sources, or third-party products. Philips is not responsible for third-party product warranties but will make reasonable efforts to extend third-party warranties and service solutions to Customer.

4.8 During the warranty and any service arrangement, Customer must provide and maintain a dedicated high-speed internet connection for remote servicing compatible with Philips Remote Service Data Center (PRSDC). If Customer fails to provide access, Customer accepts any impact on Products availability, additional cost, and speed of resolution.

4.9 THE WARRANTIES IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS, EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR-FREE.

5. Limitation of Liability

5.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO ANY PRODUCTS AND SERVICES UNDER THESE CONDITIONS OF SALE AND QUOTATION, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE)), BREACH OF CONTRACT, INDEMNITY, AT LAW OR EQUITY, IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS UNDER THESE CONDITIONS OF SALE AND QUOTATION.

5.2 EXCEPT FOR (A) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE OR PROVEN PRODUCT DEFECT, AND (B) CUSTOMER'S PAYMENT OBLIGATIONS AND BREACHES OF LICENSE RESTRICTIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, AT LAW, OR IN EQUITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 5.1 AND CONSTITUTE DIRECT DAMAGES: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRSENTING PHYSICAL PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES OR PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

6. IP Indemnification

6.1 Philips will indemnify, defend, and hold harmless Customer against any claim that a Philips Product infringes third-party intellectual property (IP), provided Customer gives Philips prompt written notice, full information and assistance. If a Product is found or believed to infringe valid IP, or Customer is enjoined from using the Product, Philips may procure the right for Customer to use the Product, replace or modify the Product, or provide a pro rata refund upon return of the Product. Philips has no obligation for claims arising from compliance with Customer's designs, specifications, or instructions; use of Customer-supplied technical information; modifications by Customer; use not in accordance with specifications or instructions; use with other products not sold by Philips; use of prior releases; or use after Philips advises Customer to stop use. These terms state Philips' entire obligation and liability for infringement claims and Customer's sole remedy.

7. Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials

7.1 Philips' documents, manuals, and technical information related to product maintenance or service are proprietary. They cannot be copied, reproduced, transmitted, disclosed, or used without Philips' written consent. Philips' technical maintenance or service software is also proprietary and intended solely for Philips' use, unless otherwise agreed in writing by Philips and Customer.

8. Export Control and Product Resale

8.1 Customer is responsible for obtaining export authorizations for the Products. US Customers cannot transfer Products outside the US.

9. Licensed Software Terms

9.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, non-sublicensable license to use software Products and software embedded in Products ("Licensed Software") according to the Quotation and according to the instructions for use accompanying the Products.

9.2 Licensed Software is licensed, not sold, and all intellectual property rights remain with Philips. Customer may make one backup copy. Customer will preserve the confidential nature of the Licensed Software and maintain copyright notice or proprietary legends on copies.

9.3 Customer will not (and shall not allow any third party to) decompile, disassemble, modify, reproduce, or otherwise reverse engineer the Licensed Software. Any modification of the Products or system shall be deemed unauthorized and may be deemed as remanufacturing of the Products or systems. Installation of Philips-issued patches or updates is not a modification.

9.4 Philips and its affiliates may use, on a royalty-free basis, feedback or suggestions for modification or enhancement of the Licensed Software for licensing to third parties. Customer agrees to comply with third-party licensed software terms and indemnify Philips for any damage arising from failure to comply. If the third-party licensor terminates the license, Philips may terminate the license with Customer and make reasonable efforts to procure a solution.

9.5 Customer is responsible for buying and managing anti-virus software to protect the products and all virus issues with the Licensed Software. Use of anti-virus in a manner not recommended by Philips is Customer's sole responsibility.

9.6 Customer's installation or use of unauthorized updates may adversely affect functionality and performance. Philips has no liability for performance issues caused by unauthorized updates, and the warranty is void during the period of use of such unauthorized updates. Philips may require Customer to roll back unauthorized updates to the most recent validated version before performing services. Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. It is Customer's responsibility to deploy validated updates.

9.7 Customer will ensure third parties complete interface work by the interface testing date. Philips may terminate interface obligations and refund pre-paid amounts for interfaces, excluding amounts for work performed prior to termination, if Customer delays result in not meeting the interface testing date. Terminated interfaces will be re-evaluated under a separate new sales contract.

9.8 Philips is not responsible for business continuity or disaster recovery plans or data backup. Customer is responsible for daily backups and otherwise determining appropriate frequency. Backups should occur daily at a minimum. Hard drives on Products are not to be used as a data repository and all images and reports on Product shall be sent to different storage device such as Picture Archive and Communication System (PACS) or Health Suite Imaging (HSI) system, at minimum on a daily basis.

9.9 Professional services for Licensed Software implementation will adhere to a statement of work and be subject to these terms. A statement of work signed by the Customer is required by Philips at the time of Customer order placement of Philips Enterprise Informatics Licensed Software Products.

10. Confidentiality

10.1 The Parties will keep confidential any information of the other party and use it only to carry out their rights and obligations under these Conditions of Sale and the Quotation. This obligation does not extend to public domain information or information disclosed by law or court order. Philips 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. As such, its records may be public documents available for copying and

inspection by the public. To the extent Customer receives a legally binding request to disclose information that Philips has identified in writing as confidential, Customer shall, to the extent permitted by law, promptly notify Philips and provide Philips a reasonable opportunity to seek a protective order or other appropriate relief at Philips' expense. In the absence of a notification of a pending action or a protective order from a Nevada court, Customer will release the requested information without any further obligation or liability

11. Compliance with Laws

11.1 Each party will comply with all applicable laws, rules, and regulations.

11.2 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide services and comply with regulations and standards.

11.3 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

12. Force Majeure

12.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate the Quotation for any Product(s) not yet delivered.

13. Miscellaneous

13.1 Products may contain remanufactured parts equivalent to new in performance.

13.2 If Customer becomes insolvent, files for bankruptcy, has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.

13.3 If any provision of these Conditions of Sale is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.

13.4 Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.

13.5 Failure to require compliance with any obligation does not affect the right to enforce it later.

13.6 Customer may not assign rights or obligations without Philips' prior written consent, except for a sale of substantially all of Customer's assets or internal reorganization, and provided that in each case Customer is not in breach of any payment obligations and the assignee assumes all liabilities and obligations in writing.

13.7 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.

13.8 All transactions are governed by the laws of the state where the Product will be installed, excluding the Uniform Computer Information Transactions Act (UCITA). EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS QUOTATION.

13.9 Customer will report immediately to Philips any event suggesting a Product may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.

13.10 Philips and Customer will comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of 4 years after furnishing Products pursuant to these Conditions of Sale, Philips will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these

Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of 4 years after the furnishing of such Products pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.

13.11 Philips, as the date of signature of the Quotation, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs (an "Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.

13.12 Customer acknowledges that certain policies, schedules, Product-specific terms, and other documents referenced in these Conditions of Sale are provided via embedded hyperlinks (collectively, "Hyperlinked Terms"). Customer represents that it has the ability to access, download, and store the Hyperlinked Terms and agrees that all Hyperlinked Terms are incorporated into, and form part of, these Conditions of Sale as if set out in full. If a hyperlink changes or is unavailable, the then-current version of the relevant Hyperlinked Term identified by title and version/date will control, and Philips will provide a copy upon request.

13.13 hese Conditions of Sale, the terms in the Quotation, and any applicable Product-specific warranty constitute the entire agreement and supersede all previous understandings or agreements regarding the transactions contemplated by the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties.

13.14 he Product-specific schedules included with these Conditions of Sale apply solely to the specified Products and govern in the event terms expressly set forth in the schedule conflict with terms expressly set forth in these Conditions of Sale.

PHILIPS

Sold to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Presented By
Bryan Dittebrandt
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Email: bryan.dittebrandt@philips.com

Quote #: Q-00740766
Customer #: 94032296
Quote Date: 04/14/26
Valid Until: 07/16/26

FM_UMC Las Vegas_MP to MX Upgrades

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As an industry leader in Healthcare, we also pride ourselves on providing great Customer Service.
I am pleased to submit the attached proposal for your consideration.
I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.
To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
- Ensure your purchase order references the Philips quote number
- Purchase orders must be signed digitally or physically
  or
- Complete the information on the quote Signature Page

Thank you again for considering Philips.

Thank you,

Bryan Dittebrandt

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

PHILIPS

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PHILIPS

1. Financial Overview

University Medical Center - PIC

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
1	866424	PIC iX Hardware	17	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

University Medical Center - Monitors

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
2	866066_NAM	IntelliVue MX550 US	17	[redacted]	[redacted]	[redacted]
3	866062_NAM	IntelliVue MX450 US	1	[redacted]	[redacted]	[redacted]
4	866372	IntelliVue MX450 Hardware Upgrade	1	[redacted]	[redacted]	[redacted]
5	989803210521	Lithium Ion Battery 10.7V 7.1Ah	1	[redacted]	[redacted]	[redacted]
6	867036	IntelliVue MMX	18	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

University Medical Center - Supplies

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
7	989803145071/ M1669A	3 Lead ECG Trunk, AAMI/IEC 2.7m	18	[redacted]	[redacted]	[redacted]
8	989803145091/ M1671A	3 Leadset, Grabber, AAMI, ICU	18	[redacted]	[redacted]	[redacted]
9	989803145061/ M1668A	5 Lead ECG Trunk, AAMI/IEC 2.7m	18	[redacted]	[redacted]	[redacted]
10	989803125841/ M1968A	5 Leadset, Grabber, AAMI, ICU	18	[redacted]	[redacted]	[redacted]
11	989803209771	5mm Adult NIBP Air Hose 3.0m	18	[redacted]	[redacted]	[redacted]
12	989803199741	Dual IBP Adapter	18	[redacted]	[redacted]	[redacted]
13	989803186501	rainbowSET 10' Cable For LNCS	18	[redacted]	[redacted]	[redacted]
Discount Amount:				[redacted]		
Total Sub-Section Price:						[redacted]

University Medical Center - Implementation Services

Line	Article No.	Description	Qty	List Price	Unit Net Price	Net Price
14	989805710348	VHM-PL: MX400-550, MP20-50, SA	18	[redacted]	[redacted]	[redacted]

15	989805710215	Down Post: 3" Fluted with 4 Hook	18	[redacted]	[redacted]	[redacted]
16	989803208691	Project Management: Advanced	20	[redacted]	[redacted]	[redacted]
17	989805710138	Labor: Standard Time	40	[redacted]	[redacted]	[redacted]
18	989805710173	Labor: Upgrade PC, Hardware and Software	17	[redacted]	[redacted]	[redacted]
19	989805710074	Cable: Patch Cable, Copper, up to 25'	70	[redacted]	[redacted]	[redacted]
20	989803216591	Clin Config & Imp: 1 Standard Shift	2	[redacted]	[redacted]	[redacted]

Total Sub-Section Price : [redacted]

Discount Amount: [redacted]

Total Section Price: [redacted]

	Total Net Price
List Price	[redacted]
Contract Discount	[redacted]
Total Net Price	$ 379,453.87

PHILIPS

2. Quote Summary

University Medical Center - PIC

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
1	866424	PIC iX Hardware					
1.1	866424_RV4	RV4 PIC iX 4.0	17	[redacted]	[redacted]	[redacted]	[redacted]
1.2	866424_NEW	NEW Hardware or OS	17	[redacted]	[redacted]	[redacted]	[redacted]
1.3	866424_HS1	HS1 PC Hardware with SSD	17	[redacted]	[redacted]	[redacted]	[redacted]
1.4	866424_HPS	HPS Lithium Ion UPS	17	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]



Picture represents product family and may not be the exact configuration quoted.

Total Sub-Section Price: [redacted]

University Medical Center - Monitors

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
2	866066_NAM	IntelliVue MX550 US					
2.1	866066_NAM_SL1	SL1 MX550 Standard Monitor	17	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]
3	866062_NAM	IntelliVue MX450 US					
3.1	866062_NAM_SL1	SL1 MX450 Standard Monitor	1	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]
4	866372	IntelliVue MX450 Hardware Upgrade					

4.1	866372_E05	E05 Integrated Recorder	1	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]
5	989803210521	Lithium Ion Battery 10.7V 7.1Ah	1	[redacted]	[redacted]	[redacted]	[redacted]
6	867036	IntelliVue MMX					
6.1	867036_SP5	SP5 Masimo rainbow SET SpO2	18	[redacted]	[redacted]	[redacted]	[redacted]
6.2	867036_B06	B06 Dual Press and Temp	18	[redacted]	[redacted]	[redacted]	[redacted]
						[redacted]	[redacted]



Picture represents product family and may not be the exact configuration quoted.

Total Sub-Section Price: [redacted]

University Medical Center - Supplies

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
7	989803145071	3 Lead ECG Trunk, AAMI/IEC 2.7m	18	[redacted]	[redacted]	[redacted]	[redacted]
8	989803145091	3 Leadset, Grabber, AAMI, ICU	18	[redacted]	[redacted]	[redacted]	[redacted]
9	989803145061	5 Lead ECG Trunk, AAMI/IEC 2.7m	18	[redacted]	[redacted]	[redacted]	[redacted]
10	989803125841	5 Leadset, Grabber, AAMI, ICU	18	[redacted]	[redacted]	[redacted]	[redacted]
11	989803209771	5mm Adult NIBP Air Hose 3.0m	18	[redacted]	[redacted]	[redacted]	[redacted]
12	989803199741	Dual IBP Adapter	18	[redacted]	[redacted]	[redacted]	[redacted]

PHILIPS

13	989803186501	rainbowSET 10' Cable For LNCS	18	[redacted]	[redacted]	[redacted]	[redacted]

Total Sub-Section Price: [redacted]

University Medical Center - Implementation Services

Line	Article No.	Description	Qty	Unit List Price	Contract Discount	Unit Net Price	Net Price
14	989805710348	VHM-PL: MX400-550, MP20-50, SA	18	[redacted]	[redacted]	[redacted]	[redacted]
15	989805710215	Down Post: 3" Fluted with 4 Hook	18	[redacted]	[redacted]	[redacted]	[redacted]
16	989803208691	Project Management: Advanced	20	[redacted]	[redacted]	[redacted]	[redacted]
17	989805710138	Labor: Standard Time	40	[redacted]	[redacted]	[redacted]	[redacted]
18	989805710173	Labor: Upgrade PC, Hardware and Software	17	[redacted]	[redacted]	[redacted]	[redacted]
19	989805710074	Cable: Patch Cable, Copper, up to 25'	70	[redacted]	[redacted]	[redacted]	[redacted]
20	989803216591	Clin Config & Imp: 1 Standard Shift	2	[redacted]	[redacted]	[redacted]	[redacted]

Total Sub-Section Price: [redacted]

Total Section Price: [redacted]

	Total Net Price
List Price	[redacted]
Contract Discount	[redacted]
Total Net Price	$ 379,453.87

PHILIPS

3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	866424 PIC iX Hardware	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
2	866066_NAM IntelliVue MX550 US	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
3	866062_NAM IntelliVue MX450 US	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
4	866372 IntelliVue MX450 Hardware Upgrade	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
5	989803210521 Lithium Ion Battery 10.7V 7.1Ah	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
6	867036 IntelliVue MMX	HEALTHTRUST PURCHASING GROUP HPG-500111	HPG-500111	0/0/100
7	989803145071 3 Lead ECG Trunk, AAMI/IEC 2.7m	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
8	989803145091 3 Leadset, Grabber, AAMI, ICU	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
9	989803145061 5 Lead ECG Trunk, AAMI/IEC 2.7m	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
10	989803125841 5 Leadset, Grabber, AAMI, ICU	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
11	989803209771 5mm Adult NIBP Air Hose 3.0m	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
12	989803199741 Dual IBP Adapter	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
13	989803186501 rainbowSET 10' Cable For LNCS	HEALTHTRUST PURCHASING GROUP HPG-69338	HPG-69338	0/0/100
14	989805710348 VHM-PL: MX400-550, MP20-50, SA	Value Added Services	Value Added Services	0/0/100
15	989805710215 Down Post: 3" Fluted with 4 Hook	Value Added Services	Value Added Services	0/0/100
16	989803208691 Project Management: Advanced	Value Added Services	Value Added Services	0/0/100
17	989805710138 Labor: Standard Time	Value Added Services	Value Added Services	0/0/100
18	989805710173 Labor: Upgrade PC, Hardware and Software	Value Added Services	Value Added Services	0/0/100
19	989805710074 Cable: Patch Cable, Copper, up to 25'	Value Added Services	Value Added Services	0/0/100
20	989803216591 Clin Config & Imp: 1 Standard Shift	Value Added Services	Value Added Services	0/0/100

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

PHILIPS

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.
Z is the percentage invoiced 30 days from date of shipment (Ultrasound Systems Portfolio Only)

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

If the quote includes a Unit Net Price, the Net Price listed on the quote is the binding price. The Unit Net Price may have a minimal pricing discrepancy when the quantity purchased is greater than 1.

All amounts in this quote are in USD

PHILIPS

4. Acceptance by Parties

Invoice to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

	Total Net Price
Total Net Price	$ 379,453.87

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation. Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction.

We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt X
   If Exempt, please indicate the Exemption Certification Number: RCE-004-280, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

PHILIPS

General Terms and Conditions of Sale and Software License
("Conditions of Sale") (Rev 26.1)

1. Quotation, Order, and Payment

1.1 The equipment, service, and software ("Product(s)") offered on the quotation by the Philips legal entity identified thereon ("Quotation") are subject to these Conditions of Sale, the Quotation, and any schedules and attachments attached hereto. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) will serve only as Customer's acceptance of the Quotation and these Conditions of Sale in the absence of a signature of Customer's authorized representative on the Quotation. Any different or additional terms proposed by Customer are rejected and do not apply.

1.2 Prices and payment terms are in the Quotation. Net payment terms are based on invoice date. Orders are subject to Philips' credit review and approval. Prices exclude taxes, which are Customer's responsibility. Philips will invoice and Customer will pay all applicable taxes unless Customer provides a tax exemption certificate in advance.

1.3 If Customer fails to pay or breaches these Conditions of Sale, Philips may suspend its obligations and deduct the unpaid amount from any amounts owed to Customer, in addition to other rights or remedies.

1.4 Customer cannot cancel an order for equipment. If Customer cancels an order for equipment before the order is sent to the factory, Customer will pay 15% of the net selling price. If Customer cancels after the order for equipment is sent to the factory, Customer will pay the full net selling price. If Customer has not taken delivery of equipment within 24 months from Quotation acceptance, the order is deemed canceled and the cancelation charges in this section will apply according to their terms. In all cases cancelation of orders of software shall be governed by the terms of the Product schedule applicable to such software Product. In the absence thereof, such orders are non-cancelable.

1.5 Philips may make partial or early shipments, and Customer will pay invoices for such shipments according to the payment terms in the Quotation. Payments can be made by check, ACH, or wire. Philips does not accept transaction fees for electronic fund transfers or other payment methods. Philips imposes a 2% surcharge on credit cards, not exceeding its cost of acceptance. Check payments over $50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.

1.6 Philips is entitled to retain a security interest in the Products until full payment is received. Philips may change the design or specifications of the Products at any time, provided the change does not adversely affect performance.

1.7 Products are sold and delivered independently of any services (including installation, configuration, integration, and training) and third-party items listed in the Quotation. Customer acknowledges that, except as otherwise stated on the Quotation, each may be scheduled, performed, delivered, and invoiced separately by Philips according to these Conditions of Sale.

2. Lease and Trade-In

2.1 If Customer wants to convert a purchase to a lease, Customer must provide relevant rental documents for review and approval by Philips within 90 days before delivery. Customer is responsible for converting the transaction to a lease and securing the leasing company's approval of these Conditions of Sale. No product will be delivered until Philips receives and approves the fully executed lease documents. If the lease does not fund, Customer guarantees payment of all monies due, Philips may convert the lease back to a purchase and invoice Customer, and Customer will pay all invoiced amounts per the invoice terms.

2.2 For any equipment being traded in ("Trade-In"), Customer warrants it has good and marketable title. The trade-in value depends on Customer providing the Trade-In by the date Philips makes the new Product available for first patient use and may change if Customer delays delivery, installation, or go-live dates, or if the Trade-In is not in good working order, is damaged, or differs from the Quotation. Customer must clean and sanitize all components, drain chiller lines, cap plumbing, and delete personal data. Customer agrees to reimburse Philips for any out-of-pocket costs arising from Customer's breach of this section.

3. Shipment and Installation

3.1 Philips will deliver the Products according to the shipping terms in the Quotation. Additional costs for different delivery terms are Customer's responsibility. Risk of loss transfers to Customer upon Philips' delivery of Product to the Customer location specified in the Quotation and Customer will promptly acknowledge receipt of Product by signing proof of delivery. Philips will make reasonable efforts to meet the delivery date confirmed by Philips with Customer prior to releasing the Product for production ("Delivery Date"). If Customer delays delivery beyond the Delivery Date, Customer will pay reasonable expenses incurred by Philips, including storage fees, transportation expenses, and related costs. Customer will pay any delivery installment payment upon delivery to Customer site or Philips warehouse.

3.2 Philips will carry out Product installation according to Philips' established installation process for the Product and notify Customer when the installation is completed. As requested by Philips, upon completion of Installation (including any training included as part of Philips' installation process), Customer shall sign a certificate confirming the completion of installation and handover of the Product for use.

3.3 In case installation and training is not provided by Philips, Customer must ensure that installation and training is provided by a third party authorized by Philips. Where applicable, Philips can only release Product for use if the installation and training have been performed by a third party authorized by Philips and per Philips' instructions.

3.4 For installation by Philips, Customer must at its own expense (i) provide secure, adequate storage for the Products and unobstructed access to the Products and installation site; (ii) comply with Philips' installation requirements and applicable safety, electrical, and building codes; (iii) remove hazardous material; (iv) obtain necessary permits and licenses; (v) assist in moving the Products to the installation site; and (vi) be responsible for rigging, removal of obstacles, and restoration work. If Products are connected to a computer network, Customer is responsible for network security.

3.5 If the above conditions are not met, Philips may interrupt installation and testing and extend the installation period, and Customer will pay any additional costs. Philips is not liable for the fitness or adequacy of the premises or utilities for installation or storage.

3.6 If Philips comes on site to Customer's facilities, Philips 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 Philips 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 Philips'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.

4. Product Warranty

4.1 Philips' Product-specific warranties are set forth at https://www.usa.philips.com/healthcare/support/terms-and-conditions, and such terms and conditions are incorporated herein as applicable to the Products under the Quotation. Customer's signature on, or issuance of PO in connection with, the Quotation will be deemed agreement that such Product-specific warranty(ies) apply to Customer's purchase. In the event a warranty is not listed on such webpage for a Product under the Quotation, the following Sections 4.2-4.9 apply to Customer's purchase.

4.2 For hardware Products, Philips warrants the Product will materially comply with its specifications for one year from the date of Customer's receipt of the Product as evidenced by the proof of delivery, provided the Product has been properly used and maintained. If Philips is responsible for installation, the warranty shall be prolonged to cover the period of installation until handover or first clinical use, whichever occurs first. Such prolongation shall not exceed a total warranty period expiring later than 15 months from the date of shipment unless Philips requires an extension of time to complete installation. Philips warrants disposable Products intended for single use will be of good quality until the expiration date.

4.3 Philips warrants stand-alone Licensed Software will substantially conform to the technical specification for 90 days from availability.

4.4 Philips warrants services will be performed in a good and workmanlike manner for 90 days after completion. Philips' sole liability, and Customer's sole remedy, for breach of this service warranty is to give credit for the service price or re-perform the services.

4.5 To make a warranty claim, Philips must receive written notice within the warranty period and a reasonable period after

discovery of the defect. Replaced Product or parts must be returned to Philips and will be Philips' property.

4.6 Philips' warranty obligations and Customer's sole and exclusive remedy are, at Philips' option, repair or replacement of the Product or part, or a pro rata refund of the purchase price after a reasonable cure period and return of Product(s). Replacement parts will be new or equivalent.

4.7 Philips has no obligations for defects resulting from use, operation, modification, configuration, calibration, or maintenance not in accordance with the Product specification and instructions; abuse, negligence, accident, or damages caused by Customer; improper site preparation, external sources, or third-party products. Philips is not responsible for third-party product warranties but will make reasonable efforts to extend third-party warranties and service solutions to Customer.

4.8 During the warranty and any service arrangement, Customer must provide and maintain a dedicated high-speed internet connection for remote servicing compatible with Philips Remote Service Data Center (PRSDC). If Customer fails to provide access, Customer accepts any impact on Products availability, additional cost, and speed of resolution.

4.9 THE WARRANTIES IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS, EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR-FREE.

5. Limitation of Liability

5.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO ANY PRODUCTS AND SERVICES UNDER THESE CONDITIONS OF SALE AND QUOTATION, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE)), BREACH OF CONTRACT, INDEMNITY, AT LAW OR EQUITY, IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS UNDER THESE CONDITIONS OF SALE AND QUOTATION.

5.2 EXCEPT FOR (A) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE OR PROVEN PRODUCT DEFECT, AND (B) CUSTOMER'S PAYMENT OBLIGATIONS AND BREACHES OF LICENSE RESTRICTIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, AT LAW, OR IN EQUITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 5.1 AND CONSTITUTE DIRECT DAMAGES: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRSENTING PHYSICAL PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES OR PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

6. IP Indemnification

6.1 Philips will indemnify, defend, and hold harmless Customer against any claim that a Philips Product infringes third-party intellectual property (IP), provided Customer gives Philips prompt written notice, full information and assistance. If a Product is found or believed to infringe valid IP, or Customer is enjoined from using the Product, Philips may procure the right for Customer to use the Product, replace or modify the Product, or provide a pro rata refund upon return of the Product. Philips has no obligation for claims arising from compliance with Customer's designs, specifications, or instructions; use of Customer-supplied technical information; modifications by Customer; use not in accordance with specifications or instructions; use with other products not sold by Philips; use of prior releases; or use after Philips advises Customer to stop use. These terms state Philips' entire obligation and liability for infringement claims and Customer's sole remedy.

7. Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials

7.1 Philips' documents, manuals, and technical information related to product maintenance or service are proprietary. They cannot be copied, reproduced, transmitted, disclosed, or used without Philips' written consent. Philips' technical maintenance or service software is also proprietary and intended solely for Philips' use, unless otherwise agreed in writing by Philips and Customer.

8. Export Control and Product Resale

8.1 Customer is responsible for obtaining export authorizations for the Products. US Customers cannot transfer Products outside the US.

9. Licensed Software Terms

9.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, non-sublicensable license to use software Products and software embedded in Products ("Licensed Software") according to the Quotation and according to the instructions for use accompanying the Products.

9.2 Licensed Software is licensed, not sold, and all intellectual property rights remain with Philips. Customer may make one backup copy. Customer will preserve the confidential nature of the Licensed Software and maintain copyright notice or proprietary legends on copies.

9.3 Customer will not (and shall not allow any third party to) decompile, disassemble, modify, reproduce, or otherwise reverse engineer the Licensed Software. Any modification of the Products or system shall be deemed unauthorized and may be deemed as remanufacturing of the Products or systems. Installation of Philips-issued patches or updates is not a modification.

9.4 Philips and its affiliates may use, on a royalty-free basis, feedback or suggestions for modification or enhancement of the Licensed Software for licensing to third parties. Customer agrees to comply with third-party licensed software terms and indemnify Philips for any damage arising from failure to comply. If the third-party licensor terminates the license, Philips may terminate the license with Customer and make reasonable efforts to procure a solution.

9.5 Customer is responsible for buying and managing anti-virus software to protect the products and all virus issues with the Licensed Software. Use of anti-virus in a manner not recommended by Philips is Customer's sole responsibility.

9.6 Customer's installation or use of unauthorized updates may adversely affect functionality and performance. Philips has no liability for performance issues caused by unauthorized updates, and the warranty is void during the period of use of such unauthorized updates. Philips may require Customer to roll back unauthorized updates to the most recent validated version before performing services. Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. It is Customer's responsibility to deploy validated updates.

9.7 Customer will ensure third parties complete interface work by the interface testing date. Philips may terminate interface obligations and refund pre-paid amounts for interfaces, excluding amounts for work performed prior to termination, if Customer delays result in not meeting the interface testing date. Terminated interfaces will be re-evaluated under a separate new sales contract.

9.8 Philips is not responsible for business continuity or disaster recovery plans or data backup. Customer is responsible for daily backups and otherwise determining appropriate frequency. Backups should occur daily at a minimum. Hard drives on Products are not to be used as a data repository and all images and reports on Product shall be sent to different storage device such as Picture Archive and Communication System (PACS) or Health Suite Imaging (HSI) system, at minimum on a daily basis.

9.9 Professional services for Licensed Software implementation will adhere to a statement of work and be subject to these terms. A statement of work signed by the Customer is required by Philips at the time of Customer order placement of Philips Enterprise Informatics Licensed Software Products.

10. Confidentiality

10.1 The Parties will keep confidential any information of the other party and use it only to carry out their rights and obligations under these Conditions of Sale and the Quotation. This obligation does not extend to public domain information or information disclosed by law or court order. Philips 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. As such, its records may be public documents available for copying and

inspection by the public. To the extent Customer receives a legally binding request to disclose information that Philips has identified in writing as confidential, Customer shall, to the extent permitted by law, promptly notify Philips and provide Philips a reasonable opportunity to seek a protective order or other appropriate relief at Philips' expense. In the absence of a notification of a pending action or a protective order from a Nevada court, Customer will release the requested information without any further obligation or liability

11. Compliance with Laws

11.1 Each party will comply with all applicable laws, rules, and regulations.

11.2 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide services and comply with regulations and standards.

11.3 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

12. Force Majeure

12.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate the Quotation for any Product(s) not yet delivered.

13. Miscellaneous

13.1 Products may contain remanufactured parts equivalent to new in performance.

13.2 If Customer becomes insolvent, files for bankruptcy, has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.

13.3 If any provision of these Conditions of Sale is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.

13.4 Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.

13.5 Failure to require compliance with any obligation does not affect the right to enforce it later.

13.6 Customer may not assign rights or obligations without Philips' prior written consent, except for a sale of substantially all of Customer's assets or internal reorganization, and provided that in each case Customer is not in breach of any payment obligations and the assignee assumes all liabilities and obligations in writing.

13.7 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.

13.8 All transactions are governed by the laws of the state where the Product will be installed, excluding the Uniform Computer Information Transactions Act (UCITA). EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS QUOTATION.

13.9 Customer will report immediately to Philips any event suggesting a Product may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.

13.10 Philips and Customer will comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of 4 years after furnishing Products pursuant to these Conditions of Sale, Philips will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these

Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of 4 years after the furnishing of such Products pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.

13.11 Philips, as the date of signature of the Quotation, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs (an "Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.

13.12 Customer acknowledges that certain policies, schedules, Product-specific terms, and other documents referenced in these Conditions of Sale are provided via embedded hyperlinks (collectively, "Hyperlinked Terms"). Customer represents that it has the ability to access, download, and store the Hyperlinked Terms and agrees that all Hyperlinked Terms are incorporated into, and form part of, these Conditions of Sale as if set out in full. If a hyperlink changes or is unavailable, the then-current version of the relevant Hyperlinked Term identified by title and version/date will control, and Philips will provide a copy upon request.

13.13 These Conditions of Sale, the terms in the Quotation, and any applicable Product-specific warranty constitute the entire agreement and supersede all previous understandings or agreements regarding the transactions contemplated by the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties.

13.14 The Product-specific schedules included with these Conditions of Sale apply solely to the specified Products and govern in the event terms expressly set forth in the schedule conflict with terms expressly set forth in these Conditions of Sale.

PHILIPS

Form Version: 9-2-2025

Cash Price Point of Sale Program

Customer Instructions

To use this Certificate, please send this Point of Sale Program Certificate (or a copy of it) in its entirety along with the purchase order(s) via fax or mail for qualifying orders for the quote numbers listed below. Please indicate on your purchase order that you will be utilizing the Point of Sale Program using the ID Number(s) located in the ID Number column below.

Please submit the respective purchase order(s) for the dollar amount noted in the Final Cash Price Column below.

To Qualify for this Point of Sale Program the Customer must:

Submit this Certificate according to the instructions above with qualifying purchase order(s) prior to the expiration date noted at the bottom of this Certificate. Point of Sale Program Certificates are valid for a specific and limited timeframe only, and cannot be extended.

Customer Information	
University Medical Center	
Las Vegas	NV

Program Name	DA or Program Number	Program Amount	Quote Line Item
Catalyst 5.0	60809US	[redacted]	N/A

Insert item

Facility Name	Description	Quote Number	Quote Net Cash Price	Less Cash Amount	Final Cash Price
University Medical Center	MP to MX Upgrades	Q-00740766	[redacted]	[redacted]	[redacted]

Authorized by:

Jon Lizotte Market Manager
Philips Healthcare

Rebate is dependent on a valid SES contract

Trade-in equipment must be sent to: AllParts Medical – a Division of Philips 400 Brick Church Park Drive Nashville, TN 37207 24x7 Sales and Support: 866-507-4793 or apmsales@philips.com

REQUIRED TRADE-INS:

Qty (18) MP-series bedside monitors
Qty (18) MMS/X2

Valid through: Tuesday, June 30, 2026 ☐ ☐ MP20 MP50 MP70 MP90 0 0

Philips Healthcare
a division of Philips North America LLC

Customer Care Solution Center
(800)722-9377

PHILIPS

MATC SES 890224

MATC Software Evolution Services Agreement Quotation

Customer: **University Medical Center**

Address: 1800 W Charleston Blvd
City,State/Zip: Las Vegas, NV 89102

Payment Terms: Net 30
Agreement Quote Date: 4/13/2026
Prior Agreement #: **Renewal 42653733**
Agreement Start Date: 6/1/2026
Agreement End Date: 5/31/2031
Billing Schedule: Yearly

Service Sales VP, or Service Zone VP Approval *Valid for 90 days*

Philips Representative:	Email:	Tel:	Date:	Quote #:
Mark Flaspohler	**mark.flaspohler@philips.com**	**(913) 702-5001**	**4/13/2026**	**0128857-7**

Model	Description	Qty	Sq Ft	Site Name	Start Date	End Date		Subtotal Net $

Note: Continue the $950 PC Catalyst Savings through 7/1/2026, PC pricing reverts to $1,600 on 7/2/2026

Software Evolution Services, Advanced Technology Services and Clinical Implementation Services (PIC iX, IBE, and Bedsides)
Software Evolution Services provides access to software and services as defined in the exhibit 12 for PIC iX, Bedside Monitors and IBE. This package includes Advanced Technology Services and Clinical Implementation Services for software upgrade implementation as described in Exhibit 12.

Software Evolution Services, Advanced Technology Services and Clinical Implementation Services	585	Existing Sectors	6/1/2026	5/31/2031		[redacted]

Net Charge Year 1	[redacted]
Net Charge Year 2	
Net Charge Year 3	
Net Charge Year 4	
Net Charge Year 5	

Quotation Total **$2,370,010.50**

Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.

IMPORTANT NOTICE: A signed copy of this agreement , for the services and prices quoted herein, is Customers acceptance that the Service Agreement Terms and Conditions and applicable Exhibit are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. Health Care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved.

Customer Agreement as Quoted
Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof.

Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein.

Authorized Signature

Authorized Signature

Printed Name

Title

Title

Date

Date

Customer PO #
(Please attach copy of original PO)

Our facility does not issue formal purchase orders. We authorize payments 'In lieu of a Purchase Order' for services as described in Philips Healthcare Service Agreement authorized herein. Initialed: _____

Billing Address:
Customer Name:

Address:

City, State, Zip:

Contact:

For service entitlement, please reference the following contract number when calling into our Customer Care Service Center at the number listed above:

Philips Entitlement Contract Number:

prepared by: Leslie Dancy

Mail Purchase Order & Quote To: Philips Global Business Services, North America, Contract Operations, Customer Order Fulfillment Center, 414 Union Street, Philips Plaza 6th Floor, Nashville, TN 37219

PHILIPS

General Terms and Conditions of Service ("Conditions of Service") (Rev 26)

1. Services

1.1 The services ("Service(s)") offered on the quotation by the Philips entity identified thereon ("Quotation") are subject to these Conditions of Service, the Quotation, and any exhibits and attachments attached hereto (collectively, the "Agreement"). The Quotation will specify the equipment and software ("Equipment") and the location ("Site") and duration of the Services ("Term"). The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) are subject to Philips' confirmation. Customer's terms and conditions do not apply to the Services.

2. *Access to Equipment

2.1 If Customer does not make the Equipment available as mutually agreed for Service, Philips may reschedule or cancel the Service, and Philips may charge Customer at then-current demand service rates for all time spent by Philips waiting for access to the Equipment.

2.2 If Philips comes on site to Customer's facilities, Philips shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, as long as they do not conflict with Philips's company policy; the relevant portions of which are available to Philips 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 Philips'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.

3. *Price and Payment

3.1 In consideration for the Services to be performed by Philips, Customer will pay the prices defined in the Quotation ("Contract Price") net 30 days from invoice date. Customer will provide POs to fulfill the entire Term.

3.2 The Contract Price excludes taxes. Taxes will be invoiced by Philips and paid by Customer unless Customer provides Philips with a tax exemption certificate in advance. Payment may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers or any other payment method. Philips imposes a surcharge on credit cards of 2%, not exceeding its cost of acceptance. Check payments over $50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.

3.3 If Customer fails to pay any amount not disputed in good faith when due, Philips, in addition to other rights under this Agreement or law, may (i)suspend performance;
(ii) deduct the unpaid amount from any amounts owed to Customer; (iii) declare all outstanding sums due and payable immediately; (iv) commence collective activities, the costs of which will be Customer's responsibility, including; and (vi terminate with 10 days' notice and following the opportunity to cure specified under Section

3.4 Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing during the Term. Such adjustment in pricing requires 30-day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than 5% change annually. Price adjustments under this section will be in accordance with the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at http://www.bls.gov/cpi

3.5 Customer will notify Philips and Philips will be entitled to change the Contract Price if: (i) the location or ambient conditions (e.g., HVAC, power, or grounding) of the Equipment changes, (ii) additional equipment is added to the inventory list, or (iii) the Equipment is (partly) removed or taken out of service by Customer.

3.6 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.

3.7 If Customer has contracted with a third party for purposes of centralized billing and management of Services, at Customer's written request, Philips will route invoices to, and accept payment from, such third party on Customer's behalf. Philips will not accept any additional or different terms and conditions from such third party as a condition of payment, and Customer guarantees all payments under this Agreement.

4. Exclusions

The Services do not include, unless specifically agreed otherwise in the Quotation:

4.1 servicing or replacing components of equipment other than Equipment or components listed in the Quotation;

4.2 servicing Equipment contaminated with, or disposing of, blood, potentially hazardous or infectious substances, or biomedical waste/material;

4.3 service specifically excluded in the Quotation;

4.4 services for any third-party product provided by Philips to Customer;

4.5 any error arising from, or service necessary due to:
- 4.5.1 a design, specification or instruction provided by Customer or Customer representative;
- 4.5.2 failure to comply with Philips' written instructions or recommendations;
- 4.5.3 combining Equipment with other product or software other than those recommended by Philips;
- 4.5.4 any alteration or improper storage, handling, misuse, neglect, accident with, or maintenance of, the Equipment, including without limitation any components, e.g., detectors, transducer, or coils, other than by Philips;
- 4.5.5 damage caused by an external source, regardless of nature; or
- 4.5.6 any removal or relocation of the Equipment;

4.6 costs of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;
4.7 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;
4.8 the cost of consumables, accessories, and auxiliaries including, but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adapter cables, UPS fans and capacitors, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;
4.9 cosmetic repairs;
4.10 the cost of factory reconditioning or rebuilds; and
4.11 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates).

5. Customer Responsibilities

During the Term, Customer will:

5.1 comply with all applicable laws, rules, and regulations;
5.2 maintain the Site, Equipment, and operating environment in a clean and sanitary condition and according to Philips' specifications;
5.3 properly remove and dispose of any hazardous material;
5.4 use, and make normal operator adjustments to, the Equipment in accordance with the published manufacturer's operating instructions;
5.5 provide Philips with broadband internet Wi-Fi access for business purposes;
5.6 provide Philips a persistent dedicated high speed internet connection to Equipment to facilitate remote servicing and required remote infrastructure for the Term, by:
- 5.6.1 supporting remote connectivity complying with IPSec standards (service devices provided by Philips remain Philips property and are provided for the term);
- 5.6.2 securing a location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
- 5.6.3 allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;
- 5.6.4 maintaining a free IP address within the Site network to connect the Equipment to Customer's network;
- 5.6.5 supporting the installation of service tools (as stipulated in Section 10) for connection to the Equipment and Customer network to enable remote servicing and downloads/installs of updates, upgrades, and fixes of the service tools, core software, and operating system Customer is entitled to under the Agreement; and
- 5.6.6 facilitating reconnection by Philips if temporary disconnection occurs;

5.7 if Customer fails to provide the access described in Section 5.6 and the Equipment or service tools are not connected to the PRSDC (including any temporary disconnection) or updates are not downloaded and installed, Customer waives its rights to Services and any uptime guarantee until reconnection of remote infrastructure and will be responsible for any damage due to such failure;
5.8 provide Philips and its subcontractors full and free access to the Equipment at the scheduled service time;
5.9 timely return replaced parts to Philips; and
5.10 ensure non-Philips staff working on the Equipment are trained and qualified in accordance with applicable laws and good industry practice.

6. Warranty and Disclaimer

6.1 Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, will be performed in a professional and workmanlike manner. Except as expressly provided in this Agreement, all Services and parts provided under this Agreement are provided "as is" and Philips provides no additional warranties under this Agreement. PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS

FOR A PARTICULAR PURPOSE.

7. *Limitations of Liability

7.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO THE SERVICES UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE IN CONNECTION WITH THE SERVICES IS LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER FOR THE SERVICE THAT GAVE RISE TO THE CLAIM.

7.2 EXCEPT FOR (A) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE OR PROVEN PRODUCT DEFECT, AND (B) CUSTOMER'S PAYMENT OBLIGATIONS AND BREACHES OF LICENSE RESTRICTIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, AT LAW, OR IN EQUITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATION OF LIABILITY IN SECTION 7.1: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

8. Intellectual Property Indemnification

8.1 Philips will indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively, "Service Item(s)"), infringes, misappropriates, or violates any third-party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information, authority, and assistance necessary for Philips to defend, settle, or avoid the claim.

8.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright or Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option:

8.2.1 procure the right for Customer to use the Service Item(s);

8.2.2 replace or modify the Service Item(s) to avoid infringement; or

8.2.3 refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips will have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this will not be a replacement for the remedies set forth in 8.2.1-8.2.3 above. The terms in this Section 8.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

9. End of Life

9.1 AFTER THE END OF LIFE DATE, PHILIPS WILL USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR EQUIPMENT, SUBJECT TO PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE, AND PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE. If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any pre-payments for periods of Service coverage not already completed.

10. Proprietary Service Materials

10.1 Philips may deliver or transmit certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer ("Materials"). Customer has no right, title, or license or other right to access, use, or decompile the Materials. Customer consents to delivery, storage, attachment, installation, and use of Materials, and Customer consents to a Philips' locked cabinet or box at the Site for storage of Materials and to Philips' removal of all or any part of Materials at any time, all without charge to Philips. Customer agrees to return any Materials no longer required on-site to Philips and is responsible for exportation, duties, fees, and transport cost, all in accordance with Philips' instructions; failure to do so entitles Philips to invoice Customer for the value of the respective tool. Customer will protect Materials against damage, loss, and unauthorized access or use of Materials, and Customer will be liable for any violation thereof. Customer will immediately report to Philips any violation of this provision.

11. *Confidentiality

11.1 Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees, and in the case of Philips, its affiliates and subcontractors having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to:

11.1.1 information in the public domain at the time of disclosure,

11.1.2 information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or

11.1.3 information that is required to be disclosed by law or by court order.

11.1.4 Philips 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. As such, its records may be public documents available for copying and inspection by the public. To the extent Customer receives a legally binding request to disclose information that Philips has identified in writing as confidential, Customer shall, to the extent permitted by law, promptly notify Philips and provide Philips a reasonable opportunity to seek a protective order or other appropriate relief at Philips' expense. In the absence of a notification of a pending action or a protective order from a Nevada court, Customer will release the requested information without any further obligation or liability.

11.2 The confidentiality obligations herein will expire five years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party will be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it will first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein will prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party.

12. Compliance with Laws & Privacy

12.1 If any provision of these Conditions of Service is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.

12.2 Each party will comply with all applicable laws, rules, and regulations.

12.3 To the extent applicable, Customer acknowledges it will comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).

12.4 Philips and Customer will comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four years after furnishing Services, Philips will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of four years after the furnishing of such Services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to this Agreement. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.

12.5 Philips, as the date of signature of the Agreement, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs ("Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.

12.6 Customer will notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA).

12.7 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide the Services and comply with regulations and standards.

12.8 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

13. Export Control

13.1 Customer will promptly provide licenses or end-user statements required by applicable export laws. If Services become impracticable due to changed export control laws or regulations, Philips may suspend or terminate the Services under this Agreement without any liability other than reimbursing amounts paid for unperformed Services.

14. Assignment

14.1 Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

15. *Term and Termination

15.1 This Agreement is non-cancelable by Customer for the Term except as expressly set forth in this Agreement.

15.2 If Customer becomes insolvent, files for bankruptcy, or has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.

15.3 Upon 60 days' written notice, Customer may terminate coverage of any Equipment.

15.4 Either party may terminate this Agreement for the other party's uncured material breach following 60 days' prior written notice and opportunity to cure during such period.

15.5 Customer's obligations for any future fiscal period are subject solely to lawful appropriation for that future fiscal period. Lack of appropriation shall permit termination only of the unperformed future portion of the affected Services and shall not excuse payment for Services already performed, amounts accrued, or charges incurred before termination .

16. Independent Contractor

16.1 Philips is an independent contractor. Nothing in this Agreement will be construed to designate Philips or Philips' employees or Philips' subcontractors as Customer's employees, agents, or partners. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' or other representatives' acts or

omissions related to any services that are performed by Customer's employees or representatives under this Agreement.

17. Force Majeure

17.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate any Services not yet performed.

18. Adulterated Systems

18.1 If Philips determines that Equipment has been modified or altered in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not specified by Philips as compatible ("Adulterated System") that hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, Philips may notify Customer and remove such

Adulterated System from the Agreement if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System.

19. Insurance.

19.1 Upon Customer request, Philips will provide a certificate of Philips insurance coverage.

20. Rules and Regulations

20.1 To the extent provided to Philips, Philips and its subcontractors will comply with Customer's rules and regulations that do not conflict with Philips policies.

21. *Miscellaneous

21.1 Survival. Unless otherwise stated in this Agreement, the obligations, representations, and warranties of both Customer and Philips that are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect, survive termination of this Agreement. Without limiting the foregoing, Customer's payment obligations, and Philips' rights, privileges, and remedies, survive expiration of termination of this Agreement.

21.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Services and delivery of similar or dissimilar services will not serve as references in interpreting the terms and conditions of this Agreement.

21.3 Governing Law. This Agreement is governed by the laws of the state in which the Equipment is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

21.4 Customer will report immediately to Philips any event suggesting the Equipment or Services may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Equipment or Services. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.

21.5 Communication. Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.

21.6 Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by the parties.

21.7 Additional Service Terms. The Service-specific exhibit(s) included with this Agreement apply solely to the specified Services and govern in the event terms expressly set forth in the exhibit conflict with terms expressly set forth in these Conditions of Service.

PHILIPS

Exhibit 12

Additional Terms and Conditions for Hospital Patient Monitoring Software Evolution Services (Rev 26)

1. **Services Provided**.
   - **1.1** Commencing on the Effective Date of the Agreement and subject to the limitations below, Philips will provide Software Evolution Services (SES) described herein or as otherwise specified on the Quotation(s) for the Sectors, as defined below and identified on the Quotation.
2. **Definitions**.
   - **2.1** Software Version. Introduces major release of the software available to Customer under this Exhibit.
   - **2.2** Software Update. Provides minor enhancements or improvements to performance, maintainability, and serviceability of the software available to Customer under this Exhibit.
   - **2.3** Software Fix. Corrects an error or bug of the software available to Customer under this Exhibit.
   - **2.4** Sector. A location on a central station where a patient and the related patient equipment is assigned. Often used interchangeably with beds or patients. A Sector is Equipment under this Agreement.
   - **2.5** Node. A device or node refers to an IP addressable network node, which is a configured component of a Philips Hospital Patient Monitoring System/Solution.
   - **2.6** Agreement/SES Agreement. All references to "Agreement" or "SES Agreement" refer collectively to the following (and in the event of any conflict between the terms therein, the priority for control, from first to last priority, shall be): the Quotation, this Exhibit, and the Philips Healthcare Service Terms and Conditions.
3. **Term**.
   - **3.1** For new Hospital Patient Monitoring Analytics and Therapeutic Care products installed by Philips, the Agreement term will commence immediately following installation and availability for first patient use. The term of the Agreement is defined in the Quotation and the end date for all sectors will be co-terminus. For existing systems or renewals of existing service contracts, the start and end date of the Agreement shall be defined in the Quotation.
4. **Telephone and Remote Support**.
   - **4.1** Telephone Support. Telephone and Remote Support coverage is included with all SES Agreements. Technical and Clinical Telephone and Remote Support coverage services are available 24 hours per day, 7 days per week, including Philips-recognized holidays. Philips Customer Care Support Line Call + 1 800-722-9377.
   - **4.2** Remote Access and Diagnostics. Philips may remotely access any Customer system tied to the Equipment required to perform Services. Customer shall provide Philips remote access to the Equipment.
   - **4.3** On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services ("PRS"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of corrective services. On-site Software Resolution is not an installation service for new products.
   - **4.4** InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the Equipment under this Agreement.
   - **4.5** Online Education. Customer shall be entitled to access those online courses covering core concepts of purchased Philips product/system through the Philips Learning Center. Core concept courses provide orientation to basic system functionality. Access will be terminated at the end of the term of this Agreement.
   - **4.6** Online Portal. The Philips Customer Services Portal is an online portal for customers to self-manage their system requirements and request either service or support. https://www.usa.philips.com/healthcare/services/maintenance-services/customer-service-portal
5. **Interface Support**.
   - **5.1** Philips supports the DICOM and HL7 communication to and from the Equipment as they exist at the Equipment at the time of installation. In the case of new software versions, Philips shall provide the following:
     - **5.1.1** If the Equipment, interoperability mapping engine, or Biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition.
     - **5.1.2** Philips' interface support does not include the modification of any interface due to interface changes in third-party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the Equipment that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least 90 days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format

and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be approved by Philips and Customer.

6. Software Versions and Updates.

6.1 If a new software version or update is available for the previously purchased software (on a like for like basis as set forth in 6.2 below) which is covered by this Agreement, and the requirements of the Agreement are satisfied, then Philips will install the available software for the Equipment application software during the term of the Agreement as follows: Philips will provide new software versions, updates, and fixes for existing Patient Information Center iX (PIC iX), IntelliBridge Enterprise Interoperability solution (IBE), and bedside monitor applications. When required for the new software version, Philips will provide operating system licenses and database software licenses (SQL) for PIC iX system. OS/SQL is Customer's responsibility unless physical hardware is supplied by Philips for the IBE solution. Unless specified, any other third-party software including, but not limited to, operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Customer has no right to software that has reached the published end of sale date.

6.1.1 Functionality. Customer is entitled to functionality previously purchased or bundled with the software if available in the version or update released on or after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions. Customer is not entitled to any package, functionality, or configuration of the software that was available but not previously purchased on a capital basis. This exclusion does not prevent Customer from receiving anything that was moved to the general release available to all customers, or the specific bundle previously purchased by Customer.

6.1.2 Hardware updates and replacement. Software versions, updates, and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements unless SES Plus and SES Pro are included in the Quotation. Upgrade installation and clinical support of the installation are not included in the base SES offering and will only be provided if such services are included on the Quotation as set forth below.

6.2 To receive new software under this Agreement:

6.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of PRS capability and access to the Equipment by Philips personnel;

6.2.2 Customer must identify one Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and

6.2.3 The Equipment that will receive the version or update must meet the specifications of the new software version. Customer shall provide the Equipment hardware or software necessary to meet such specifications.

6.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, applications that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, or software updates of third-party software (e.g., Citrix).

6.4 Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.

6.5 Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Equipment under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer by Philips.

6.6 Philips will notify Customer if a new version update or upgrade is available. Customer must accept any updates or upgrades within the term of the Agreement. If the Agreement expires after Customer has accepted the available software covered by this Agreement, then Customer is entitled to receive the offered new software version for up to three months following such expiration. If Customer does not accept the version within term of the Agreement, then Philips is under no obligation to provide such new software.

7. Solutions Review.

7.1 During the term of the Agreement, Philips will provide Customer an annual customized review session to provide a deeper understanding, isolate and troubleshoot issues with Customer-configured PIC iX and IBE solution. Review sessions will be scheduled upon Customer request, at a mutually agreeable date and time Monday – Friday, 8:00 AM – 5:00 PM PIC iX System Review sessions will be provided at an off-site location within a reasonable distance of Customer and will include a meal per day per participant. Review Sessions may also be scheduled remotely upon the discretion of either Philips or Customer. Each session will be limited to ten Customer participants and cannot

be rescheduled. IBE System Review sessions will be provided to a maximum of eight participants.

7.2 The scope, duration, and delivery methodology of the PIC iX System solutions review sessions will vary and will be defined by Philips with input from Customer but will remain in Philips' sole discretion and will not exceed 28 hours in aggregate.

8. PerformanceBridge Focal Point.

8.1 During the term of this Agreement, Philips will provide Customer access to the PerformanceBridge Focal Point Licensed Software ("Focal Point"). Access to Focal Point is available to Customer and Philips support personnel working on-site and remotely. Philips will install Focal Point on virtual or physical hardware, pursuant to the system installation and reference guide. Customer will be entitled to all new software versions, updates, telephone (at the number stated in Section 4.1 of this exhibit) and remote support during the term of the Agreement.

8.2 License Grant. Subject to any usage limitations for the Focal Point Licensed Software (referred to in this Section 8 as "Licensed Software") set forth on the product description found on the Quotation and license restrictions set forth in this Section 8, Philips grants to Customer a non-exclusive and non-transferable right and license to use the Licensed Software in accordance with the Agreement and this Exhibit (the "License"). The License shall continue for the term of the SES Quotation, except that Philips may terminate the License if Customer is in material breach of this Agreement. In such instance of License termination, Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

8.2.1 The License does not include any right to use the Licensed Software for purposes other than the operation of Philips Hospital Patient Monitoring products. Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

8.2.2 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

8.2.3 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified in the Agreement. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.

8.2.4 The Licensed Software shall be used only on the product(s) covered under this Agreement.

8.2.5 Each license hereunder is limited to one instance of Focal Point per Customer site/location included in the Quotation, and each Focal Point instance is limited to 4,000 device/node connections. A device or node refers to an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution. If additional Focal Point instances are required, determined solely by Philips, they will be provided upon mutual agreement of both parties. If there is more than one site or location, Customer must purchase the appropriate software maintenance coverage for each additional site or location to receive access to the Focal Point license.

8.2.6 Customer acknowledges that the Philips Administrator Account of the Licensed Software, and any related login credentials that Philips provides to Customer, shall not be used, and Customer agrees not to so use, for any reason. Instead, the Licensed Software's Philips Administrator Account functionality is for use only by Philips and its authorized service representatives.

8.2.7 The Licensed Software shall be used only on the product(s) referenced in the Quotation ("Products"). Customer may transfer the Licensed Software in connection with sale of the Product to a healthcare provider who accepts all of the terms and conditions of this License and Agreement, provided that Customer is not in breach or default of this License, this Agreement, or any payment obligation to Philips.

8.2.8 Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this SES Agreement

8.2.9 It is imperative that Customer install and activate Focal Point and connect to Philips Remote Service ("PRS") within 90 days of the date of Agreement execution to ensure OS Patching services. If Customer declines/delays Focal Point installation or defers any OS Patching cycle(s), Philips requests a Customer signature on the associated approved Philips document to confirm their awareness and acceptance of a

cybersecurity event risk. Customer will be charged time and material for any onsite OS patching services provided by Philips during this period of declined/delayed Focal Point installation.

8.3 Modifications. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software shall become null and void. This does not apply to patches or software updates provided by Philips to Customer. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

8.3.1 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by anyone other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

8.3.2 Application Patches. From time-to-time, the Licensed Software may require the remote installation of certain application updates, upgrades, or enhancements to properly maintain the application in accordance with Philips' specifications ("Application Patches"). Working with Customer, Philips reserves the right to manage all Application Patches. These Application Patches will be sent remotely and securely to Customer's premise by means of Philips' Remote Services Gateway. If not deployed, Philips will be prevented from remotely installing such Application Patches to properly maintain the application in accordance with Philips' specifications.

8.3.3 OS Patches. Focal Point will periodically synchronize with a remote HSDP-based master Window Server Update Services (WSUS) server as defined within the Microsoft WSUS documentation. This synchronization is required for the Focal Point OS Patching feature to maintain an updated list of which Microsoft OS patches have been qualified by Philips and is required for the Focal Point OS Patching feature to function. Philips will provide validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE. Customers can choose the frequency and the timing to apply the validated patches based upon their risk profile.

8.4 Processing of Personal Data. Other than as set out in Section 8.3 herein, in the event that Customer requests Philips to do so, Philips will process Personal Data only on instruction of Customer as set out in the Agreement and/or other communications made by Customer to Philips (where such instructions are consistent with the terms of the Agreement), unless otherwise required by applicable law ("Instruction(s)"). Customer warrants (a) that its Instructions will comply with applicable law including in relation to the protection of Personal Data and (b) that its Instructions will not cause Philips to violate applicable law. "Personal Data" means the information relating to an identified (or identifiable) individual, and collected, received, generated or otherwise obtained or processed by Philips in relation to or in the context of the Agreement or the relationship with Customer.

8.4.1 Instructions to Philips. The Licensed Software will collect and aggregate machine-to-machine data which may include certain Personal Data (e.g., IP addresses) ("Machine Data"). Customer hereby instructs Philips to process Personal Data (to the extent Personal Data is included in the Machine Data) for or in relation to performing the Services to Customer and other obligations under this Agreement, and as necessary to comply with other reasonable instructions provided by Customer where such Instructions are consistent with the terms of this Agreement. Customer represents and warrants to Philips that, prior to activation of the Philips' remote access to Customer's IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips' use of such data pursuant to this Agreement, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer's provision to Philips of the Customer Data and Philips' use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy.

8.4.2 Inability to Provide Data. Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section 8. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services.

8.4.3 Protection of Data. Philips will take appropriate commercially reasonable technical and organizational measures to protect the Personal Data, at a level appropriate to the risk, of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access during the processing.

8.5 Use of Machine Data. Philips acknowledges and agrees that Customer owns all Machine Data. Customer hereby licenses the Machine Data to Philips for use, processing, and aggregation consistent with this Agreement. Philips' usage will be solely in a primary usage manner to deliver functionality and services to Customer, which includes but is not limited to the aggregation and processing of Machine Data to enable users of the License Software (including Philips) to see statistical and reporting information and to troubleshoot problems that may arise. Customer acknowledges that it can access and copy Machine Data at any time through the Licensed Software application, and that Customer may request in writing that Philips delete the Machine Data.

9. Additional Terms for Technology Refresh Entitlements.

The following are additional cost options, paid services at time of quotation.

9.1 SES Plus.

9.1.1 If included in the Quotation and subject to 9.1.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new personal computers (PCs) which run the PIC iX application. For the purpose of this provision, "if required" means PCs do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

9.1.2 This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs must meet the requirements of the first major release or version, or Customer must upgrade its PCs to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs under this entitlement in the first 12 months following the effective date of the Agreement.

9.1.3 If Customer selects SES Plus entitlement, all Sectors under this Agreement shall be charged for this entitlement.

9.2 SES Pro.

9.2.1 If included in the Quotation and subject to 9.2.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new PCs and Physical Servers for PIC iX application. For the purpose of this provision, "if required" means PCs and Physical Servers do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

9.2.2 This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs and Physical Servers must meet the requirements of the first major release or version, or Customer must upgrade its PCs or Physical Servers to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs or Physical Servers under this entitlement in the first 12 months following the effective date of the Agreement.

9.2.3 If Customer selects the SES Pro entitlement, all Sectors under this Agreement shall be charged for this entitlement.

10. Customer Success Management Services.

10.1 During the term of the Agreement Philips will assign a Customer Delivery Manager familiar with Customer account, key stakeholders, and contract coverage to provide the following:

10.1.1 Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Equipment service issues resolved during the previous period and review any open or unresolved issues.

10.1.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

10.1.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability, and other dependencies for the deployment of new software upgrade.

11. **True-Up For Sectors Added After initial Quotation**.
    - **11.1** Customers without SES Plus or SES Pro. Philips and Customer will review annually the Sectors covered by the Agreement to match the number of Sectors actually installed at Customer's Site(s). Philips will automatically update Customer invoice to match the current Sectors installed on the True Up date on a go forward basis. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then-current Quotation.
    - **11.2** Customers with SES Plus or SES Pro. Philips and Customer will review the Sectors covered by the Agreement each time Customer adds a new Sector to the Agreement. Philips will automatically update Customer invoice to match the current Sectors installed. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then current Quotation.

12. **Test System**.
    - **12.1** Philips will provide software versions for an off-line test system ("Test System"). The Test System is not to be used in a production environment or to provide patient care. No additional services will be provided hereunder for the Test System. Initial capital purchase of Test System licenses and hardware is Customer's responsibility.
    - **12.2** Customer shall be entitled to one virtual off-line test system ("Virtual Test System"). The Virtual Test System is not to be used in a production environment or to provide patient care. Software and all future versions will only be installed by Philips during an ongoing upgrade project for PIC iX. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

13. **Fetal Monitors**.
    - **13.1** New software versions for Fetal Monitors will be installed by Philips during an ongoing upgrade project for PICs or MP/MX bedsides, when a new version is made commercially available. Education and Support for Fetal Monitoring is not included, and if required, Customer must purchase Clinical Services.

14. **Vital Signs**.
    - **14.1** Philips will only provide new software for the Vital Signs monitors specified below on a like for like basis with Customer's existing configuration and features. Philips will not provide any installation labor or Clinical Services to upgrade Vital Signs monitors. Installation of all Vital Signs monitor software will be Customer's responsibility. Vitals Signs software provided under this Agreement is limited to VS30 via Incenter. Any new configuration and features must be purchased on a capital basis and will then be updated under this Agreement.

15. **PIC iX Data Warehouse Connect (DWC)**.
    - **15.1** New software versions for DWC will only be installed and are included by Philips during an ongoing upgrade project for PIC iX. Customers who wish to install a new version of DWC outside the PIC iX implementation cycle will need to pay an additional implementation fee. Customer must purchase the original DWC license to be covered by this Agreement.

16. **(Event Notification) Event Management System for Enterprise Mobility Solutions**.
    The following are additional cost options, paid services at time of quotation.
    - **16.1** If included in the Quotation, new software versions for CareEvent (Event Notification) will only be installed by Philips during an ongoing upgrade project for PICs iX. Customer must meet minimum requirements for PIC iX Revision 4.x or higher. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

17. **Antivirus Management Services**.
    The following are additional cost options, paid services at time of quotation.
    - **17.1** Antivirus Essential. If included in the Quotation and subject to Exhibit 28 - Additional Terms and Conditions for Patient Monitoring Antivirus Management Services with Software Evolution Services, Philips Antivirus Management services protects selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. Customers' IT Security Operations Center will be immediately informed by email when a virus has been detected and can access a state-of-the-art management console to monitor all endpoint security alerts in an easy and unified way.
    - **17.2** Antivirus Plus. If included in the Quotation and subject to Exhibit 28 Additional Terms and Conditions for Patient Monitoring Antivirus Management With Services with Software Evolution Services, Philips Antivirus Management services protects selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. The Philips Security Operation Center will monitor all Customer endpoints protected with this service. In case of virus detection, Philips will provide incident response and

remediation actions in order to expedite the restoration of any capabilities or services that were impaired due to the cybersecurity incident.

18. Biomedical Technical Education and Training for Hospital Patient Monitoring.

The following are additional cost options, paid services at time of quotation.

18.1 If included in the Quotation, Philips will provide technical training for customer's in-house, biomedical engineering teams. Customer is entitled to the number of courses purchased. Course vouchers expire three years from date of issue or by end of contract term, whichever occurs first. Current course schedules and descriptions can be found on the Philips Learning Center website: https://www.learningconnection.philips.com/en/catalog/profession/biomedical-engineers/monitoring

19. System Healthcheck.

19.1 During the term of the Agreement Philips will provide one on-site visit per contract year, scheduled Monday through Friday between 8:00 AM – 5:00 PM, to evaluate Equipment and network health and compatibility. The entitlement under this section is specifically designed to work in conjunction with each year's SES Services and cannot be carried over to future contract years. Following each annual visit, Philips will provide Customer a report with recommendations relative to the Equipment.

20. Patient Monitoring Performance Analytics.

20.1 If included in the Quotation, the Philips Patient Monitoring Performance Analytics service (the "PMPA" service) leverages operational data collected by Focal Point to provide the Customer with technical performance information regarding the Customer system and assist in the troubleshooting of certain service events.

20.2 The PMPA service includes the following:

20.2.1 Periodic event log collection; and

20.2.2 A report (on a regularly scheduled interval) of identified service events, including description and severity, root cause analysis, tracking of actions (including action owners for remediation tasks)

20.3 To enable the PMPA service the Customer will:

20.3.1 Have installed PIC iX at release C.03, 4.0 or higher for all instances at Customer's site used in conjunction with the PMPA service;

20.3.2 Have installed and configured Focal Point at release A.02.14, 2.0 or higher; and

20.3.3 Maintain an ongoing (24x7) network connection from Focal Point to Philips HealthSuite Platform (HSP) and Philips Remote Support (PRS).

20.4 The Customer may add the PMPA service at any time during the lifetime of the SES Agreement and is coterminous with the SES Agreement unless the PMPA service is terminated earlier after the Initial Term.

20.5 The minimum duration of the PMPA service term is 12 months ("Initial Term"). After the Initial Term, Customer may terminate the PMPA service at any time with written notice to Philips.

21. Clinical Implementation Services.

The following are additional cost options, paid services at time of quotation.

21.1 If included in the Quotation, Philips will provide implementation (virtually or on-site as necessary) services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of installation and clinical education will vary by new version, update, or fix and will be defined by Philips at Philips' sole discretion. Customer will provide a project lead to ensure Customer responsibilities for the Clinical Implementation Services projects are completed.

21.2 After Hours Support. If included in the quote, Clinical Implementation after hour support will be provided between the hours of 7:00 PM – 7:00 AM, including weekends and holidays if needed.

21.3 Go-Live Support. Philips will provide clinical go-live support (onsite, remote or a combination thereof) during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.

21.4 Clinical Education. Clinical services will be scheduled (onsite, remote or a combination thereof) between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours from the assigned Philips clinical consultant, at an additional cost.

21.4.1 Clinical Education class size is limited to 10 participants;

21.4.2 Customer will provide a suitable location for on-site classroom education; and

21.4.3 Customer will provide full and free access and use of the Equipment for education.

21.5 Equipment Configuration. Configuration services will be scheduled (onsite, remote or a combination thereof) between 7:00 AM – 7:00 PM Monday through Friday, as coordinated with the assigned Philips clinical consultant, and are limited to the new software version implementation. Customer will provide access and use of their equipment. Configurations are based on current monitoring solution. If expert screen services are required, as determined solely by Philips, they are available at an additional cost.

21.6 User Acceptance Testing. Following implementation of a new software version or Equipment Configuration services. Philips and Customer will perform user acceptance testing. Philips will provide Customer with an electronic copy of the resultant configuration files and reports.

21.7 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least 10 weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementations Services with Philips in accordance with this Exhibit, then Philips shall not be obligated to perform such Clinical Services.

21.8 Travel Expenses. Unless otherwise stated in the Quotation, Philips' travel expenses for all Clinical Implementation Services delivered at Customer site are included in the price described in the Agreement.

22. Clinical Advanced Services.

The following are additional cost options, paid services at time of Quotation.

22.1 If included in the Quotation, Philips will provide a set number of Clinical Advanced Services projects, based on the contract term as outlined in the table below. These projects will be coordinated by Philips Clinical Professional Services (CPS) team with input from the Philips Clinical Lead.

SES Contract Term in Years	Maximum number of Projects
4	2
5	3
6-7	4
8-9	5
10	6

22.2 The CPS team will initiate the Clinical Advanced Services projects with Customer to define the journey map and outline/agree upon the project goals.

22.3 Customer will provide a project lead to ensure Customer responsibilities for the Clinical Advanced Services projects are completed. Customer responsibilities include but are not limited to 1) scheduling observations, meetings, and events; 2) scheduling staff interviews; 3) assisting with data gathering; and 4) scheduling report-out meetings.

22.4 Clinical Advanced Services projects will be mutually determined by Customer's designated lead and the Philips CPS Clinical Lead. A project is scoped by practice area and includes a maximum of two planned goals. Specific details regarding the types of such projects are available to customers from their Philips clinical consultant.

23. Advanced Technology Service.

The following are additional cost options, paid services at time of quotation.

23.1 If included in the Quotation, Philips will provide on-site installation services for new versions that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer, Monday through Friday between 8:00 AM and 5:00 PM, excluding Philips holidays.

23.2 For full version upgrade and update projects, Philips Project Manager, Technical Consultant (TC), Network Engineer, and Integration Engineer will provide remote or on-site consultative advisory services as needed.

23.3 Philips technical resource will provide consultative advisory services may be provided up to two times per contract year either on-site or remote, as determined by Philips, based upon Customer need.

23.4 If purchased with this Agreement, Philips will provide on-site installation of validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE up to four times per contract year. Additionally, Philips will also provide up to two on-site visits per contract year for emergency patch support, as determined by Philips. PIC iX system(s) and IBE are the only elements for this entitlement other elements (e.g., Cisco switches) are NOT included in the patching provisions of the SES, and if Customer wants Philips to patch the switches, it will be done via time and material quote. OnSite MS OS Patching Services available Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of services. Requests for afterhours onsite support will be charged for labor and material. Customer assumes all potential risks if they delay or decline one of their on-site installation of patches.

23.5 Philips will support Customer physical server to virtual server upgrade process at the same time as any PIC iX upgrade. Requests outside of this cadence will be billed on a time and material basis.

24. Customer Responsibilities.

24.1 System Administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

24.2 Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Equipment to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

24.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.

24.4 Software Version Levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.

24.5 Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.

24.6 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the Equipment Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.

24.7 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

25. Service Limitations.

25.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.

25.2 Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain its own anti-virus software in accordance with the Equipment Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.

25.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of this Agreement.

26. Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to the applicable Monitoring Analytics and Therapeutic Care Services.

26.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:

26.1.1 any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);

26.1.2 any product supplied by Philips that has been modified by Customer or any third party;

26.1.3 any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and

26.1.4 any product that has reached its End of Life.

26.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.

26.3 If the Equipment covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, network, hardware and parts are not included in the Services.

26.4 Any network related problems.

26.5 The cost of Consumables, software media, and cassettes.

27. Joint Marketing Plan.

27.1 Philips agrees to provide reasonable assistance to Customer in marketing the benefits of the Services in accordance with a joint marketing plan to be mutually developed within 18 months of the Effective Date. Philips and Customer agree that each respective marketing team will work collaboratively and gain joint approval prior to marketing the partnership.

27.2 Customer agrees that Philips may reference Customer as a Philips customer, subject to Customer's trademark and logo usage guidelines provided by Customer.

27.3 Customer agrees that occasionally, after Customer review, Philips may issue a customer quote, case study and/or joint press release.

27.4 Customer agrees that Philips may request Customer to participate in Key Opinion Leader (KOL) activities subject to Customer's availability, Customer's internal policies, and Philips policies and procedures. KOL activities may include jointly delivering papers, training of Philips sales team, industry education, presenting in webinars and/or participating in panel discussions for tradeshow events.

28. Customer Contact.

28.1 Customer will designate an individual, as may be updated from time-to-time, who will act on its behalf to work with Philips and coordinate Customer's SES entitlements during the Agreement. Customer will provide Philips such delegate's name, title, phone number, and e-mail address.

29. License and Warranty for Software Licensed as Part of this Agreement.

Excluding Focal Point, all software provided to Customer under this Agreement (specifically excluding all software which Customer has access to without this Agreement which remains subject to its original terms of purchase) is subject to the following license terms.

29.1 License Grant.

29.1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the Quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the Quotation and these Terms and Conditions. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions and/or the Quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

29.1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under Section 29.1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

29.1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

29.1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the Quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.

29.1.5 The Licensed Software shall be used only on the product(s) referenced in the Quotation.

29.1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

29.2 Modifications.

29.2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

29.2.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

29.3 Stand-alone Licensed Software. For a period of 90 days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. “Stand-alone Licensed Software” means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

29.4 Philips’ sole obligations and Customer’s exclusive remedy under any product warranty are limited, at Philips’ option, to the repair or the replacement of the product or a portion thereof within 30 days after receipt of written notice of such material breach from Customer (“Product Warranty Cure Period”) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by Customer, upon Customer’s request. Any refund will be paid to Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 AM – 5:00 PM, Monday through Friday, excluding Philips’ observed holidays), will be subject to payment by Customer at Philips’ standard service rates.

29.5 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips’ written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips’ obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips’ applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips’ only obligations and Customer’s sole and exclusive remedy for a breach of a product warranty.

29.6 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS’ WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

30. Philips IntelliVue Products.

30.1 The following applies in the event Customer elects to use the Philips IntelliVue Information Center on its general network versus dedicating a separate IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips IntelliVue bedside Vital Signs Patient Care Monitors:

30.1.1 The Philips IntelliVue Information Center is a secondary vital signs monitoring tool that is used by Customers to monitor the activity arising from alarms that sound from a Vital Signs Patient Care Monitor at the patient bedside. Philips advises that the likelihood of network or bandwidth outages is generally greater when using a medical device on a general network vs. a network dedicated solely to its use. In the event of a network or bandwidth outage were to directly affect the Philips IntelliVue Information Center's ability to communicate with a bedside Monitor, the Philips IntelliVue Information Center would not be available to get real time alarm information from a bedside Monitor. Accordingly, Customer is reminded that its nursing protocols at the patient room floor must be based on using the Philips bedside Monitor, at all times, as the primary medical device to use and respond to, for monitoring patient's vital signs at the patient bedside.

30.1.2 Philips does not sell anti-virus software with these products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the products. Use of anti-virus in a manner not recommended in the user manual or without patch validation with Philips is Customer's sole responsibility or risk.

30.1.3 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide for details.

May 14th, 2026

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

Re: Request for competitive bidding information regarding Patient Monitoring, Continuous, Advanced.

Dear Mr. Price:

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

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

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

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

The above-described process was followed with respect to the Patient Monitoring, Continuous, Advanced category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Patient Monitoring, Continuous, Advanced were Fukuda Denshi USA Inc, GE Med Systems Info Tech Equipmt, Mindray DS USA Inc, Nihon Kohden America LLC, Philips Healthcare, and Spacelabs Healthcare LLC. Contracts were executed in January 2026 with Fukuda Denshi USA Inc, GE Med Systems Info Tech Equipmt, Mindray DS USA Inc, Nihon Kohden America LLC, Philips Healthcare, and Spacelabs Healthcare LLC.

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

Sincerely,

Michelle Sanchez

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Philips Healthcare, a division of Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street, 3rd floor	**Website:** www.philips.com
City, State and Zip Code:	Cambridge, MA 02140	**POC Name: Jamie La Boda** **Email: jamie.laboda@philips.com**
Telephone No:	425-482-8337	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	720-354-6928	**Local POC Name: Nataile Kies** **Email: natalie.kies@philips.com**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Philips Holding USA Inc	Member	100% Membership interest

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.

Electronically signed by: Jamie La Boda
Reason: I have reviewed and approve this document.
Date: Mar 29, 2024 14:27 PDT

Signature

Jamie La Boda

Print Name

Senior Manager Commercial Contracts

Title

29-Mar-2024

Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UnversityMedicalCenterSNLV_DisclosureofOwnership_03292024_JJL

Final Audit Report 2024-03-29

Created:	2024-03-29
By:	Jamie La Boda (jamie.laboda@philips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbz4CawYkCeXLwgZKBYOZDuDynkvZASnd

"UnversityMedicalCenterSNLV_DisclosureofOwnership_03292024_JJL" History

Document created by Jamie La Boda (jamie.laboda@philips.com)
2024-03-29 - 9:22:03 PM GMT- IP address: 155.190.3.5

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user opened the agreement.
2024-03-29 - 9:25:55 PM GMT

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user completed the signing ceremony.
2024-03-29 - 9:27:57 PM GMT

Document e-signed by Jamie La Boda (jamie.laboda@philips.com)
Signing reason: I have reviewed and approve this document.
Signature Date: 2024-03-29 - 9:27:59 PM GMT - Time Source: server- IP address: 155.190.3.8

Agreement completed.
2024-03-29 - 9:27:59 PM GMT

PHILIPS | Powered by Adobe Acrobat Sign

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award RFP No. 2025-14 Workers' Compensation Billing and Collection Services to Medical Reimbursements of America, Inc. d/b/a Revecore**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board award RFP No. 2025-14 Workers' Compensation Billing and Collection Services to Medical Reimbursements of America, Inc. d/b/a Revecore; authorize the Chief Executive Officer to sign the RFP No. 2025-14 Service Agreement; execute any extension options and amendments 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: 3000853000 Funded Pgm/Grant: N/A
Description: Workers' Compensation Billing and Collection Services
Bid/RFP/CBE: RFP 2025-14
Term: 8/20/2026 to 8/19/2029 with two, 1-year options
Amount: Estimated $800,000 per year or potential aggregate of $4,000,000 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

On November 19, 2025, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2025-14 for Workers' Compensation Billing and Collection Services. The RFP was also published in the Las Vegas Review Journal on November 23, 2025. On January 28, 2026, responses were received from:

Bull City Financial Solutions, Inc.
Medical Reimbursements of America, Inc. d/b/a Revecore
Transworld Systems, Inc.
Unified Health Services, LLC

An ad hoc committee (comprised of UMC Patient Accounting and Patient Access Services staff) reviewed the proposals independently and anonymously. On March 16, 2026, the top two (2) respondents were invited back to conduct oral presentations. The committee recommends the selection of, and contract approval with Revecore.

Cleared for Agenda
May 27, 2026

Agenda Item #
12

For the estimated RFP award of $800,000 per year for the Term of the Agreement, Revecore will seek to obtain reimbursement for all UMC's Workers' Compensation accounts through billing, follow-up and collection activities. Revecore will also staff and manage a remote billing center to handle its collection efforts and activities related to such accounts. They will employ professionals versed in various Workers' Compensation plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

The implementation phase will commence on the Agreement's Effective Date and will remain in effect for up to twelve (12) weeks. After the implementation phase, Revecore's services will Go-Live on August 20, 2026 and continue for three (3) years with the option to extend for two, 1-year periods.

Staff has negotiated the terms of the Agreement and the fee associated with this service and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Service Agreement; (ii) exercise any extension options; and (3) execute future amendments within his yearly delegation of authority if deemed beneficial to UMC.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2026 meeting and recommended for award by the Governing Board.

Docusign Envelope ID: E7497C12-6DD3-85C9-807F-0EA9442C36E8

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT FOR WORKERS' COMPENSATION BILLING AND COLLECTION SERVICES RFP NO. 2025-14

MEDICAL REIMBURSEMENTS OF AMERICA, INC. D/B/A REVECORE
NAME OF COMPANY
Phil Stadler, Vice President of Business Development
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6840 Carothers Parkway, Suite 400 Franklin, TN 37067
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(913) 326-3839
(AREA CODE) AND TELEPHONE NUMBER
phil.stadler@revecore.com
E-MAIL ADDRESS

SERVICE AGREEMENT FOR WORKERS' COMPENSATION BILLING AND COLLECTION SERVICES RFP NO. 2025-14

This Service Agreement (the "Agreement") is made and entered into this 27th day of May, 2026 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL" or "UMC"), and MEDICAL REIMBURSEMENTS OF AMERICA, INC. D/B/A REVECORE, a Tennessee corporation with its principal place of business at 6840 Carothers Parkway, Suite 400, Franklin, TN 37067 (hereinafter referred to as "COMPANY"), for Workers' Compensation Billing and Collection Services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

The term of this Agreement will commence on the Effective Date. The implementation phase for this PROJECT, as defined in **Exhibit A**, will commence on the Effective Date and will remain in effect for up to twelve (12) weeks ("Implementation Period"). Any changes to the Implementation Period must be mutually agreed to in writing. After the Implementation Period, COMPANY's services will Go-Live on **August 20, 2026** ("Commencement Date") and continue for three (3) years ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the estimated annual amount of **$800,000** for the Term of this Agreement. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. Expenses not defined in **Exhibit A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
   c. HOSPITAL's representative shall notify COMPANY in writing within forty-five (45) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall not subtract from any payment made to COMPANY for damages, costs, and expenses caused by

COMPANY's negligence without first providing COMPANY with written notice of the alleged damages and allowing COMPANY a reasonable opportunity to dispute the claim through a mutually agreed dispute resolution process. Any deductions from payments shall only occur after the resolution of the dispute.

4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. Either party may at any time, by written order signed by both parties, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

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

SECTION V: RESPONSIBILITY OF COMPANY

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

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

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

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

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

E. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

F. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services, provided that the total liability for such corrections shall not exceed the amount paid by HOSPITAL for the specific service or product in question. COMPANY shall not be liable for any indirect, incidental, or consequential damages arising from errors or omissions in its services.

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

G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall retain ownership of any proprietary methodologies, tools, or software developed independently by COMPANY, which are not specifically created for HOSPITAL under this Agreement. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

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

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

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of its responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

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

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kim Hart**, telephone number **(702) 383-3762** or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

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

D. COMPANY will not be responsible for the accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. COMPANY shall complete the PROJECT's implementation timeline and turn-around-time requirements in accordance with the milestones contained in **Exhibit A** of this Agreement.

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

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by either party for its convenience; but only after giving not less than thirty (30) calendar days written notice of its intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

   a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

      i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

      ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

   b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph G. Each party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other party regarding the PROJECT including, but not limited to, protected health information ("PHI"), and shall certify in writing to the other party, no later than thirty (30) days after termination, that it has done so.

   c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

   d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise.

   e. Upon expiration of this Agreement, no new account placements will be given to COMPANY. However, at HOSPITAL's written request, COMPANY will continue to work on existing placed accounts (the "Work in Process"), without interruption, for no more than one (1) year after the termination of this Agreement. In addition to any other fees owing under this Agreement, COMPANY will receive from HOSPITAL its fees with respect to any Claims Collections received following termination relating to the Work in Process; and HOSPITAL will continue to fulfill all of its responsibilities in connection with the Work in Process. HOSPITAL will be allowed to recall any account it deems necessary according to a mutually agreed upon process between COMPANY and HOSPITAL.

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Revecore
Attn: Chief Executive Officer
6840 Carothers Pkwy., Suite 400
Franklin, TN 37067

With a copy to: Revecore
Attn: Chief Legal Officer
6840 Carothers Pkwy., Suite 400
Franklin, TN 37067

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

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. Notwithstanding the foregoing, a party may (1) assign this Agreement to any entity into which the party may hereafter merge or consolidate with, (2) assign this Agreement to any entity that acquires all or substantially all of such party's assets or its business that is the subject hereof, or (3) assign this Agreement to any entity that is owned by or under common ownership with such party upon written notice to the other party. Notwithstanding the foregoing and with written notice to HOSPITAL, COMPANY may delegate performance of any of its duties, obligations and responsibilities hereunder to any of its affiliates.

F. 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 and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

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

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL's confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act ("HIPAA"), as may be amended from time to time, is protected health information ("PHI"), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement ("BAA") which is attached to and incorporated into this Agreement as **Exhibit E**.

M. ADA Requirements

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

N. Exclusion

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

O. 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, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

P. Publicity

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

Q. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:
   a. A business is physically located in unincorporated Clark County, Nevada.
   b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
   a. A business is physically located outside of unincorporated Clark County, Nevada
   b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information online regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov,

go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

R. Prohibition Against Israel Boycott

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

S. UMC Technology Requirements

COMPANY to review and comply with UMC's Technology Requirements for technology implementations, which may be updated from time to time, a sample of which is attached hereto as **Exhibit D**.

T. Use of Artificial Intelligence

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

U. Counterparts

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

V. Survival of Terms

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

W. Waiver; Severability

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

X. Complete Agreement

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

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives on the dates set forth below, to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

MEDICAL REIMBURSEMENTS OF AMERICA, INC. D/B/A REVECORE

By: Signed by: Noah Breslow 712268E447174E7 5/12/2026

NOAH BRESLOW DATE
Chief Executive Officer

EXHIBIT A
WORKERS' COMPENSATION BILLING AND COLLECTION SERVICES
SCOPE OF WORK

COMPANY will seek to obtain reimbursement for all UMC's Workers' Compensation accounts through billing, follow-up and collection activities. COMPANY will also staff and manage a remote billing center to handle billing, tracking, follow-up, and collection efforts and activities related to the accounts which must include offsite supervision and management. COMPANY will employ professionals versed in various Workers' Compensation plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

1. Hospital Information:

A. **Facility Name:** University Medical Center of Southern Nevada (UMC)

B. **Location:**

i. University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Bed Size: 497

C. **Estimated Referral Volume:**

i. Payer Mix:
1. CCSMI: 11.5%
2. Sedgwick Claims Services: 10%
3. Associate Risk Management: 7%
4. Corvel Corporation: 7%
5. Gallagher Bassett Services: 6%
6. The Hartford: 5%
7. Constitution State Travelers: 5%
8. ESIS Inc: 3.5%
9. Liberty Mutual: 3.5%
10. AMTRUST: 3%
11. Advantage Work Comp: 2.5%
12. Sierra Nevada Administrators: 2%
13. Employers INS CO of Nevada: 2%
14. Other: 28%

ii. Average volume per month (#, $):
1148, $2 million

2. UMC Vendor Requirements:

A. COMPANY must be able to send and receive emails via Transport Layer Security (TLS) encryption to ensure strict adherence to patient privacy.

B. COMPANY will work on all accounts placed by UMC remotely.

C. COMPANY will follow protocol as set forth by Workers' Compensation requirements when pursuing reimbursement within the timely filing limit.

D. COMPANY will identify accounts that have been denied, underpaid or over-adjusted and are due to additional reimbursement based on Workers' Compensation rates.

E. COMPANY's process of working the accounts placed will include the following at minimum:

i. COMPANY will appropriately bill all accounts placed with them.

ii. COMPANY will consistently follow-up on accounts until the claims have been paid or resolved.

iii. COMPANY will be responsible for obtaining, submitting and validating the completeness of all required C4's.

iv. Once a claim has been paid, COMPANY will validate the accuracy of the payment received.

v. If an underpayment is identified, COMPANY will rebill the claim or appeal as necessary for additional reimbursement.

vi. If an account requires a correction on the claim, COMPANY will rebill the claim as a reconsideration or appeal as required by the payer.

vii. If an account requires an electronic rebill, COMPANY will submit a request to UMC to submit the rebill as required from Epic.

viii. COMPANY will follow-up and notate accounts submitted for reimbursement consistent with UMC's requirements.

ix. A monthly report must be sent by COMPANY identifying trends, paid and not paid accounts, and overall recovery. The reports can be customized at no additional cost to UMC.

F. COMPANY will comply with UMC's Vendor Management Office (VMO) and provide any necessary documentation requested by the VMO in a mutually agreeable format, including but not limited to the following:

i. Monthly performance reports.

ii. Requested account detail and status.

iii. Access to any necessary sites in order to fully audit accounts in COMPANY's inventory.

G. UMC's Patient Accounting System is Epic.

i. Daily note files will be required from COMPANY.

1. COMPANY must utilize standard Epic extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in Epic (see **Attachment 1** for Standard Epic File Specifications below).

ii. COMPANY must be able to accept 837 transaction files daily.

iii. Payments will be made directly to UMC.

H. Placements to COMPANY will include all patient accounts in a Workers' Compensation financial class.

I. COMPANY will be expected to work on the accounts up to the timely filing limit:

i. COMPANY will be provided access to, or provided copies of current payer contracts (if applicable), UB-04s, HCFAs, itemized statements, implant invoices, medical records, EOBs, and other pertinent information as deemed necessary by UMC in the performance of this PROJECT for recovery of receivables.

ii. As UMC deems necessary in the performance of this PROJECT, COMPANY will be provided access to UMC's Patient Accounting system to review and update account notes. COMPANY agrees to comply with HIPAA and UMC security policies when accessing protected information.

iii. COMPANY must notify UMC, in advance, of any circumstances where it is at risk of missing a timely filing deadline.

J. COMPANY will be expected to provide services in a manner consistent with UMC's mission, vision, and values.

i. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with UMC patients and customers.

ii. Designated COMPANY representatives who shall perform the services in accordance with this Scope of Work must be assigned to UMC's accounts.

iii. UMC will represent, to the best of its knowledge, that all charges and coding data on the accounts reflect services that were rendered to the patient. If COMPANY identifies an account with inaccurate information with regard to charges or coding, COMPANY will be expected to timely report this information back to UMC.

iv. COMPANY, and any of its agents, assignees or representatives, has full and complete authorization to represent UMC with regard to the scope of this PROJECT only, and file and/or process insurance claims on behalf of UMC.

v. COMPANY will not be responsible for any clinical coding of any of the services provided by UMC to its patients. UMC shall be solely responsible for coding services.

vi. For each file placement, COMPANY shall provide an acknowledgement report on a monthly basis to UMC for reconciliation purposes.

K. COMPANY shall ensure that the turn-around-time to triage placed accounts shall on average be no greater than five (5) business days from placement.

L. COMPANY shall hold regular monthly meetings with UMC's representative(s) to review performance, reporting, trends and other information, as appropriate.

M. If applicable, COMPANY shall not initiate legal proceedings or secure legal counsel on UMC's behalf without its prior written approval.

3. **Ownership of Records:** All computer programs and data made available by UMC to COMPANY hereunder shall remain the property of UMC.

4. **Offshore Resource Use (Security):** COMPANY agrees to comply with the following requirements:

A. A **formal attestation**, to be coordinated with UMC's IT Department, that **no UMC data will be sent or stored offshore**.

B. All current security controls stay in place, including ongoing SOC 2 Type II certification. These documents are to be promptly provided at UMC's written request as part of due diligence.

C. No offshore COMPANY personnel can contact patients.

D. All data must remain fully stored within COMPANY's U.S. environment.

5. **Implementation Timeline**

COMPANY's implementation typically follows a nine (9) to twelve (12) week timeline, beginning with PROJECT kickoff and discovery, followed by system connectivity, payer configuration, workflow validation, staff training, testing, and controlled Go-Live. Post-implementation, COMPANY provides ongoing performance monitoring, reporting, and governance to ensure sustained results and continuous improvement. The implementation process project plan includes four (4) unique phases: Plan, Build, Launch, and Ramp.

A. **Plan (1-2 weeks)**

i. Implementation Overview Conference Call
ii. Determine PROJECT Scope
iii. Determine PROJECT Resource Allocation
iv. Identify Process Standardization Needs
v. Develop PROJECT Timeline

B. **Build (3-5 weeks)**

i. Kickoff Meeting
ii. Begin Completing the Shared Understanding Document (SUD) – the SUD will serve as a personalized program description with all the key process questions, ready to discuss and finalize between the parties
iii. Weekly Implementation Calls Scheduled and Held
iv. UMC Builds Account Assignment and Claim Assignment Indicators
v. System Access is Obtained by COMPANY Users
vi. UMC Builds and Delivers Test Data Extracts
vii. COMPANY Delivers Test Data Extract(s)

C. **Launch (3 weeks)**

i. COMPANY Tests UMC's Extracts and Ability to Import
ii. UMC Tests COMPANY's Extracts and Ability to Import
iii. Data Extract Discrepancies Reviewed and Resolved
iv. SUD is Completed
v. Registration Training is Facilitated
vi. Go-Live

D. **Ramp (2 months)**

i. Monthly Calls (recurring for 2 months) Held to Review PROJECT Status and COMPANY Performance
ii. Processes are Reviewed and Updated as Needed to Ensure Success

6. COMPANY's Workers' Compensation Epic Workflow

A. Registration & Patient Identification.

i. At registration, the patient is identified as having a work-related injury.
ii. The guarantor account is updated with the Work Comp guarantor type.
iii. Accident details are entered into the Claim Information Record in Epic.
iv. If the Work Comp plan is attached as the primary payer, any additional health insurance is captured as secondary or tertiary coverage.

B. Claim Billing & Placement to COMPANY.

i. The claim is billed through Epic.
ii. Epic's daily COMPANY Extract automatically places the account into the "Out to Revecore" work queue.
iii. A system action adds the Revecore agency and billing indicator (BI) to the account for tracking.

C. COMPANY Import & Account Processing.

i. COMPANY imports the account along with transactions, notes, and inventory into its proprietary AcciClaim platform.
ii. Accounts populate into the appropriate COMPANY work queues, such as:
    1. Timely Filing – ensures deadlines for Work Comp billing are met.
    2. New Health Insurance Found – accounts where additional coverage is identified.
    3. Returns & Action Codes – accounts returned from COMPANY requiring client/system action.

D. Claim Adjudication & File Exchanges.

i. COMPANY manages the full claim cycle, including (with the exception of billing and follow-up activity to the workers' compensation carrier):
    1. Sending billing indicators for timely filing.
    2. Sending billing indicators when new insurance is found.
    3. Sending close and return files once accounts are resolved.
ii. All files and note updates are exchanged daily via secure file transfer.

E. Account Resolution & Closure.

i. Once adjudicated, COMPANY ensures balances are resolved and results are sent back into Epic.
ii. Epic account notes are updated daily with COMPANY actions, payments, denials, and recovery outcomes.
iii. System logic ensures resolved accounts do not re-qualify for reassignment unless new action is required.

F. Outcome.

This integrated Epic workflow ensures:
i. Accurate identification of Workers' Compensation accounts at registration.
ii. Automated claim placement into COMPANY's workflow.
iii. Daily two-way data exchange between Epic and COMPANY for billing, timely filing, insurance discovery, and account closure.
iv. Transparency for providers, with all COMPANY actions documented in Epic for UMC's review.

7. Training

Beyond the training offered during implementation, COMPANY also offers quarterly refresher training, onboarding for new UMC staff, and ad hoc sessions when payer rules or workflows change. COMPANY has a training and development department that is responsible for performing quality audits on all employees to ensure that they are compliant with any documented UMC-specific workflows established during implementation.

8. Guarantee Turn-Around-Time (TAT)

COMPANY guarantees that all newly placed Workers' Compensation accounts will be accepted, documented, and moved into active billing or follow-up status within five (5) business days of receipt, with the majority of accounts progressing more quickly. Follow-up activities are conducted on a regular, scheduled cadence in accordance with payer and jurisdictional requirements, and all material activity is documented and communicated back to UMC through daily account notes and system updates.

Major deliverables produced through this methodology include:
- Timely and compliant Workers' Compensation claim submissions in accordance with applicable state fee schedules and payer requirements.
- Daily account-level notes and status updates delivered via standard system extracts to support transparency and native

reporting.

- Payment validation and reconciliation summaries, including identification of underpayments, over-adjustments, and unresolved balances.
- Monthly performance reporting, including placement volume, dollars recovered, reimbursement rates, average days to first payment, and inventory aging trends.
- Payer and carrier trend analysis highlighting recurring issues, delays, and opportunities for process improvement.

9. Task Responsibilities Between COMPANY and UMC

UMC will provide account data, payer documentation, documented workflow, and decision authority. COMPANY will manage analysis, recovery, appeals, documentation, reporting, and ongoing process improvement. A joint RACI (Responsible, Accountable, Consulted, Informed) document will be developed at kickoff to formalize accountability. Below is a sample for reference:

Area	COMPANY Responsibilities	UMC Responsibilities
Program Governance & Oversight	• Provide dedicated Client Success Manager (CSM) and operational leads. • Conduct regular performance reviews, monthly close reporting, and Quarterly Business Reviews (QBRs). • Maintain SOC 2 Type 2 compliant processes and secure data handling. • Ensure alignment with state, federal, payer, and Veterans Administration (VA) requirements.	• Designate internal program owner and point of contact. • Support meeting participation, data review, and process decision-making. • Communicate operational changes (new locations, process changes, EHR/EMR updates).
Data & System Integration	• Configure AcciClaim to receive, validate, and process hospital data feeds. • Provide data mapping guidance and technical specifications. • Monitor data integrity and troubleshoot feed discrepancies.	• Provide required data elements (ADT, billing, clinical documents, charge data, accident details). • Maintain accurate, timely data feeds and support IT coordination. • Grant access to payer portals, EMR systems (as applicable), and ROI pathways.
Claims Intake & Documentation	• Review all incoming data, documentation, and encounter details. • Identify missing elements needed for Auto/WC/VA claim submission. • Generate documentation requests to UMC when needed.	• Provide accurate patient/accident information (injury notes, registration details). • Supply required clinical documents (UB-04, HCFA, records, imaging, physician notes). • Respond to documentation requests in a timely manner.
Claim Submission, Follow-Up & Resolution	• Prepare, submit, and follow up on Auto/TPL, WC, and VA claims. • Complete adjuster outreach, payer communication, and appeals. • Manage reconsiderations, escalations, and state-specific requirements (e.g., WC rules). • Track payment status and post-payment reconciliation.	• Support any hospital-owned appeal steps (if defined by payer contracts). • Maintain accurate insurance verification and registration data. • Notify COMPANY of any payer contract changes or carve-outs.
Compliance, Security & Audit Support	• Maintain SOC 2 Type 2 controls for Security and Confidentiality. • Follow HIPAA-compliant workflows and secure hosting environments. • Provide documentation needed for hospital compliance or audit reviews.	• Ensure internal policies align with HIPAA and data transmission standards. • Provide timely responses to audit or compliance information requests. • Manage internal user access to systems and portals.

Reporting & Analytics	• Deliver monthly close and return reports. • Maintain dashboards for claim performance, cycle times, recoveries, and quality. • Provide insights to identify operational improvements and documentation gaps.	• Review reports and identify internal changes or action items. • Participate in root-cause discussions on denials, missing documents, or workflow gaps. • Validate any required financial or reconciliation items.
Ongoing Training & Change Management	• Provide initial training, refresher training, and update training when payer rules change. • Support workflow adjustments and SOP revisions based on performance trends.	• Ensure staff participation in training and adherence to SOPs. • Communicate new staff onboarding needs.

10. Customer Service

COMPANY operates a dedicated support center that provides phone, email, and escalation support to ensure UMC receives timely assistance and uninterrupted service throughout the engagement. The support center is staffed by experienced operations professionals who are trained to address technical issues, workflow questions, payer-related urgencies, and documentation needs.

UMC may contact the support team via direct phone at **(615) 905-2800 Extension 2800** or email at Help@revecore.com, and all inquiries are logged and tracked through COMPANY's internal ticketing system to ensure accuracy, accountability, and timely follow-through. When issues require deeper clinical or operational review, matters are escalated to the assigned Account Executive or Operations Manager, both of whom remain fully engaged and accessible throughout this engagement.

11. Management Utilization Reports

COMPANY can customize reports based on UMC's needs at no additional cost. Additionally, all reporting is delivered based on UMC's preferred cadence. For reference, COMPANY's Standard Reporting Package includes:

Report	Purpose	Timing	Delivery Mechanism
Close and Return Report	Outlines the details of current closed accounts and why	Daily/Weekly/ Monthly	Can be emailed or accounts sent to a Work Queue (WQ) (in Epic) via a Billing Indicator (BI) (in Epic) on note file
Timely Filing Health Insurance Report	Notification to UMC's staff of any health insurance needing to be conditionally billed to health to toll the timely filing limit	Daily/Weekly/ Monthly	Can be emailed or accounts sent to a WQ via a BI on note file
New Insurance Found Report	Listing of all new insurance identified at the account/patient level	Daily/Weekly/ Monthly	Can be emailed or accounts sent to a WQ via a BI on note file
Aging Summary	Outline of aging	Daily/Weekly/ Monthly	Emailed
Reconciliation Report	Detailed itemization of all accounts and any identified discrepancies vs. UMC's inventory status	Daily/Weekly/ Monthly	Emailed
Executive Performance Report	Detailed breakdown of all placements, recoveries (by type), reimbursement rates (by type), aging, etc., all trended on 12-month basis to allow for trending visibility	Typically, monthly but catered to UMC's expectations	In-person (preferred) or Microsoft Teams meeting

ATTACHMENT 1
STANDARD EPIC FILE SPECIFICATIONS

Field	Required or Optional	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

Docusign Envelope ID: E7497C12-6DD3-85C9-807F-0EA9442C36E8

DEMOGRAPHICS	
Column Name	**Value**
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	

Primary Coverage Subscriber Country	
Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	

Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	
Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	

Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	
Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	

Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	
Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	

Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	
Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	**Value**
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	**Value**
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	

Amount	
Transaction Reference Number	
ADJUSTMENTS	
Column Name	**Value**
Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	**Value**
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	**Value**
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
ETR Original Invoice Number	
ETR Latest Invoice Number	

PAYMENTS	
Column Name	**Value**
Free Text	14
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	**Value**
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

EXHIBIT B
FEE SCHEDULE

Contingency Fee for all Workers' Compensation Billing and Collection Services (all-inclusive)**	**3.25%**

**Includes labor, supplies, equipment, software, and recoveries that require legal team intervention, state complaints, out-of-state jurisdictional negotiations, and secondary appeals and managed care reviews, to cover all the necessary components for the provision of services as outlined in this PROJECT.

Definitions:

a. **Legal team intervention** – Legal/Professional Services: involves engaging attorneys or legal staff to handle disputes, regulatory issues, or other complex claims matters.
b. **State complaints** – Regulatory/Compliance Action: refers to filing a formal complaint with the Nevada Division of Insurance's Consumer Services Section if there are issues with how an insurer handled a claim (for example, delays, denials, or unfair practices).
c. **Out-of-state jurisdictional negotiations** – Inter-Jurisdictional/Legal Negotiation: covers negotiating matters where laws or regulations from another state come into play, usually around claims or reimbursements.
d. **Secondary appeals** – Claims/Appeals Management: following up on initial claim denials to request a reconsideration or additional review.
e. **Managed care reviews** – Insurance/Utilization Review Services: if this involves an MCO (managed care organization) denying a claim based on medical necessity, it would be handled under secondary appeals.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability 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 $150,000.

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

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

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

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

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

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

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY, to the extent such injuries or damages are directly attributable to the negligence or willful misconduct of COMPANY.

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

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

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

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

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) 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

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

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

9. Certificate Holder:

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

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

BOTTLIN-16 RAUSTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/5/2026

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 License # 1298
Hub International Mid-South
3011 Armory Drive
Suite 250
Nashville, TN 37204

CONTACT NAME:
PHONE (A/C, No, Ext): (615) 383-9761 FAX (A/C, No): (615) 383-4628
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : American Casualty Co of Reading PA	20427
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Medical Reimbursements of America Inc
6840 Carothers Parkway Suite 400
Franklin, TN 37067

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7036293361	4/15/2026	4/15/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7036300129	4/15/2026	4/15/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			7036302737	4/15/2026	4/15/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			7036296616	4/15/2026	4/15/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Total Limit: $60,000,000 (see below excess layers)
Tech E&O Professional Liability Total Limit: $60,000,000 (see below excess layers)

Cyber:
04/15/26-04/15/27 Arch Specialty C-4LPX-257456-CEPSME-2026 Excess Limit: $5MIL xs $5MIL
04/15/26-04/15/27 Crum & Forster Specialty- CYB-132281 Excess Limit: $5MIL xs $10MIL
04/15/26-04/15/27 Travelers Excess- CXS-108095851-02Excess Limit: $5MIL xs $15MIL
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BOTTLIN-16 RAUSTIN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 1298	NAMED INSURED
Hub International Mid-South		Medical Reimbursements of America Inc 6840 Carothers Parkway Suite 400 Franklin, TN 37067
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
04/15/26-04/15/27 Westchester Surplus G49468271001 Excess Limit: $5MIL xs $20MIL
04/15/26-04/15/27 Associated Industries AES1231954-03 Excess Limit: $5MIL xs $25MIL
04/15/26-04/15/27 Ascot Specialty EOXS2310001766-04 Excess Limit: $5MIL xs $30MIL
04/15/26-04/15/27 Homeland Insurance 720001215-0005 Excess Limit: $5MIL xs $35MIL
04/15/26-04/15/27 Scottsdale Insurance EKS3620429 Excess Limit: $5MIL xs $40MIL
04/15/26-04/15/27 HDI Global Specialty FRS-H-X-CT-00015855-01Excess Limit: $5MIL xs $45MIL
04/15/26-04/15/27 At-Bay Specialty Insurance AB-6716807-04 Excess Limit: $5MIL xs $50MIL
04/15/26-04/15/27 Palomar Excess & Surplus PLM-CB-X1IB5ZPTZ-0004 Excess Limit: $5MIL xs $55MIL

Tech E&O-Professional Liability:
04/15/26-04/15/27 Axis Surplus ENN612532 Excess Limit: $5MIL xs $5MIL
04/15/26-04/15/27 Evanston Insurance MKLV5XEO000635 Excess Limit: $5MIL xs $10MIL
04/15/26-04/15/27 Bridgeway Insurance 7GA7PX0001029-03 Excess Limit: $5MIL xs $15MIL
04/15/26-04/15/27 Indian Harbor MPE904624703 Excess Limit: $5MIL xs $20MIL
04/15/26-04/15/27 Ascot Specialty MPLXS2310000017-04 Excess Limit: $5MIL xs $20MIL
04/15/26-04/15/27 Aspen Specialty LX00VWV26 Excess Limit: $5MIL xs $20MIL
04/15/26-04/15/27 Lloyds of London MPX3037126 Excess Limit: $5MIL xs $20MIL
04/15/26-04/15/27 Gemini Insurance VNFX001553 Excess Limit: $5MIL xs $40MIL
04/15/26-04/15/27 Great American MPXE249314 Excess Limit: $5MIL xs $45MIL
04/15/26-04/15/27 Lloyds of London HMPL260050 Excess Limit: $5MIL xs $50MIL
04/15/26-04/15/27 Scottsdale Insurance EKS3621271 Excess Limit: $5MIL xs $55MIL

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Docusign Envelope ID: E7497C12-6DD3-85C9-807F-0EA9442C36E8

EXHIBIT D
TECHNOLOGY REQUIREMENTS

The following UMC technology and information security standards must be met by all vendors and partners unless explicitly approved in writing by the UMC Chief Information Officer (CIO) or other authorized UMC representative.

1. **Client**
   - 1.1. Vendor software must be compatible with Microsoft Windows 10 or higher.
   - 1.2. Application packages must be deployable using Tanium.
   - 1.3. Client software must use DNS for hostname resolution and be capable of finding server resources in either forward or reverse-lookup.
   - 1.4. Client applications must not require local administrator access on the workstation computer.
   - 1.5. Applications must operate without disabling or reducing security settings.
   - 1.6. Cloud or browser-based applications will run in Microsoft Edge with standard configurations.
   - 1.7. No part of vendor software will use deprecated dependencies such as Flash or old versions of Java.

2. **Configuration Management**
   - 2.1. Vendor must provide the following:
     - 2.1.1. Technical specifications for all hardware and/or software included with their solution.
     - 2.1.2. Network and system connectivity diagrams.
     - 2.1.3. Data flow diagrams.
     - 2.1.4. Regulatory compliance certifications and/or attestations, as applicable.

3. **Data Backups**
   - 3.1. All vendor systems must support the installation of a Veeam backup agent to facilitate data backup and restoration.
   - 3.2. Hosted/cloud data must be encrypted and maintained, including agreed upon retention standards.

4. **Data Management**
   - 4.1. Applications storing, processing or transmitting regulated data (PHI, PII, payment card, etc.) must utilize test data for development and testing/training purposes.
   - 4.2. Production data is reserved for production use only.
   - 4.3. Data transfers containing regulated information (PHI, PII, payment card, etc.) from UMC to a non-UMC site must be approved by the UMC CIO and UMC Privacy Officer.
   - 4.4. Payment card information is not allowed on the UMC network, or within any UMC-managed system.
   - 4.5. PCI compliance is required for any system that stores, processes, or transmits payment card data (PCD).
   - 4.6 If vendor will use or otherwise have access to UMC sensitive, regulated or confidential information, additional security and regulatory requirements may be imposed.
   - 4.7 Hosted/cloud data should be compliant with all applicable privacy and security regulations.
   - 4.8 Ownership of data and metadata that are part of SaaS (software as a service) or part of any hosted/cloud applications shall be with UMC, and the data shall be provided to UMC in a fully usable format.
   - 4.9 Data exchange/transfers between systems both within and outside the UMC network must comply with UMC-approved standards and protocols.

5. **Databases**
   - 5.1. Databases must be developed on a supported version of Microsoft SQL. Any version slated for End of Support within (3) calendar years of execution of the agreement in question will not be accepted.
   - 5.2. SQL Databases must be capable of running in an active/passive clustered environment. If not feasible, vendor must provide licensing for a dedicated database instance.
   - 5.3. Vendor must include recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
   - 5.4. For hosted/cloud databases, administration and management access, tools, and training will be provided to UMC authorized users by the vendor.
   - 5.5. Conversion or migration of data must be coordinated with UMC IT, the UMC business stakeholder(s) and the vendor PRIOR TO execution of the agreement in question.

6. **Development**
   - 6.1. If direct interfacing is required, the vendor system must use Health Level Seven (HL7) standard interfaces.
   - 6.2. Deployment of any solution/application that is hosted on a UMC website must be developed in Microsoft .Net Framework 4.5 or higher running on IIS Web Server version 10 or higher.
   - 6.3. Deployment of any solution/application that is hosted on the UMC Intranet must be developed in Microsoft .Net Framework 4.5 or higher running on IIS 10 or higher Web Server.

7. **Email**
   - 7.1. SMTP servers other than UMCSN SMTP servers are prohibited.
   - 7.2. Outbound email must be authenticated through Microsoft Active Directory.
   - 7.3. Email must not be the system of record for any application or process.

8. Network

8.1. Solutions must support a routed, segmented IPv4 network.
8.2. IPv6 is not supported and must not be enabled.
8.3. Use of a VLAN, firewall and/or other measures may be employed to isolate vendor solutions that do not comply with industry-standard security and network requirements.
8.4. Wireless devices will meet the following requirements:
  8.4.1. WPA2 PSK AES encryption scheme with a minimum 128-bit passkey.
  8.4.2. Function effectively with a minimum 70 db RSSI with a 0 to 25 db signal-to-noise level.
  8.4.3. Function effectively on channels 802.11.G.N channels 1, 6, or 11.
  8.4.4. Be configured to prevent sharing of Wi-Fi keys.
  8.4.5. Function within the key length and strength used by UMC.
  8.4.6. Run current operating system (OS) versions that are under standard support and security patching.
  8.4.7. Function with UMC's MDM solution to prevent unauthorized configuration changes as applicable.
8.5. Systems must be compatible with SNMP version 3.
8.6. For Windows-based operating systems, WMI must be installed and enabled.
8.7. Vendor must provide minimum and maximum data transmission rates and quantities.

9. Remote Access

9.1. Only remote access solutions directly managed by UMC IT are authorized to be used by vendors to remotely connect to the UMC computing environment and systems, regardless if the system is owned by the vendor.
9.2. Control of remote access into the UMC computing environment is at the sole discretion of UMC IT.
9.3. UMC reserves the right to require an approval process each time the remote connection is made.
9.4. Remote access can be revoked or suspended at any time without notice.

10. Security

10.1. All applications and systems must be Microsoft Active Directory-integrated using standard LDAP configurations.
10.2. All applications must be compliant with UMC's password policy for all account types (user, service account, support, etc.).
10.3. Passwords must be encrypted and cannot be stored in plain text or reversible encryption/encoding anywhere within the application or supporting scripts.
10.4. Vendors will not share passwords or access to accounts, and will not create additional accounts.
10.5. Service Accounts must be domain accounts.
10.6. Service accounts are non-interactive and will not be used to manually log in to a workstation or server.
10.7. Vendor will not have access to service account passwords.
10.8. Vendor must shut down all non-secure or unused services/ports.
10.9. Any web-based feature or function must fully run over HTTPS S mode, with valid public or domain certificates, on standard ports, and must not rely on deprecated encryption or protocols.
10.10. Web-enabled applications must be compliant with Microsoft Edge. Applications should not require ActiveX components or other ad-hoc components not supplied during the initial installation.
10.11. Solutions connected to the UMC network must be members of the UMC domain and able to accept UMC Microsoft Active Directory Group Policies.
10.12. Vendor systems must be compatible with UMC's endpoint solution. Documented file exceptions must be provided by vendor and approved by UMC CIO, ISO or delegate.
10.13. Audit logs must be generated and be able to be imported into a standard SIEM.
10.14. User access logging must be provided to support user audit trail including all privileged access and actions.
10.15. The use of default passwords are strictly prohibited.
10.16. Users will be provisioned using Role Based Access Control (RBAC) and the principle of least privilege (POLP).
10.17. The use of unauthenticated access is prohibited except where public access is expected.
10.18. All systems are subject to vulnerability scanning and penetration testing.
10.19. Disabling or tampering with UMC security software is strictly prohibited.
10.20. All system traffic is subject to inspection including but not limited to, IPS, NextGen threat inspection, and TLS\SSL decryption.
10.21. Non-compliant systems may be remediated, isolated, or removed from UMC networks until remediated.

11. Systems and Operations

11.1. VMWare is the standard hypervisor.
11.2. Virtualized server systems are preferred. The guest operating system will run on a VMWare ESX 6.7 Hyper-converged environment.
11.3. Vendor-provided solutions must be developed on current and supported industry standard operating systems.
11.4. UMC IT will manage all installed computer hardware unless otherwise documented and contractually agreed to by UMC and the vendor.
11.5. UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices unless otherwise documented and contractually agreed to by UMC and the vendor.
11.6. Vendor software must not interfere or invalidate any operational function of UMC software or agents.

11.7. Upgrades, enhancements, feature changes, or maintenance to vendor systems or software will be performed in coordination with UMC IT.
11.8. Turn-key solutions that provide hardware and software must use industry standard hardware platforms and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management, and ILO/DRAC that is to be kept current for security and features.
11.9. Hardware supplied by the vendor will be rack mountable, server class, with redundant power supplies and storage.
11.10. UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts.
11.11. For Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
11.12. Local storage configuration should be capable of RAID 5, other configurations will be considered on a case-by-case basis.
11.13. Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
11.14. Vendor is responsible for remaining up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
11.15. UNIX/Linux-based application will not be installed into the system volume group/root file system.
11.16. Vendor must accommodate and support both standard and emergency operating system and application patching.
11.17. UNIX/Linux-based systems must use SUDO or SU accounts.

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 27th of May, 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 **Medical Reimbursements of America, Inc. d/b/a Revecore**, 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 successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") within a reasonable time after discovery of the Security Incident, allowing sufficient time for Business Associate to assess and understand the scope of the incident.

To clarify, Business Associate shall not be required to notify Covered Entity of unsuccessful or routine security-related events that do not result in unauthorized access to Protected Health Information or materially impact system operations, including but not limited to automated network pings, port scans, vulnerability scans, routine firewall or intrusion detection alerts, unsuccessful login attempts, blocked malware or phishing attempts, or other background activity inherent to the operation of internet-connected information systems.

(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 without unreasonable delay 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, except where the Breach is solely attributable to the Covered Entity's systems or practices, in which case the Covered Entity shall bear such costs.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By DocuSigned by: Chad Powers DF3363DF6EE744D...
Mason Van Houweling	Chad Powers
Chief Executive Officer	Chief Legal Officer
Date:_____	Date: 5/12/2026

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: 4

Corporate/Business Entity Name:	Medical Reimbursements of America, Inc.	
(Include d.b.a., if applicable)	d/b/a Revecore	
Street Address:	6840 Carothers Parkway, Suite 400	**Website:** www.revecore.com
City, State and Zip Code:	Franklin, TN 37067	**POC Name:** Chad Powers **Email:** chad.powers@revecore.com
Telephone No:	615-905-2678	**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)
Raven Holdco, LLC		100%

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

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

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

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

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

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

DocuSigned by:
Chad Powers
Signature 8F3883DF6EE744D...

Chad Powers
Print Name

Chief Legal Officer
Title

1/26/2026
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – Biotech Vegas**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational update from Rosemary Brock, CEO of EISC Lab Data Automation, and Jamie Schwartz with Biotech Vegas, regarding the future of biotech in Las Vegas; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will provide an informational presentation regarding the Biotech Vegas.

Cleared for Agenda
May 27, 2026

Agenda Item # **13**

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, to include an update from Amy Runge, UMC Ambulatory Clinical Manager for Wellness, regarding UMC Mental Health Awareness initiatives; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on Mental Health Awareness.

Cleared for Agenda
May 27, 2026

Agenda Item #
14

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from the Governing Board Human Resources and Executive Compensation Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation 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 Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
May 27, 2026

Agenda Item #

15

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
May 27, 2026

Agenda Item #
16

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Reports for April FY26**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report for April FY26; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the April FY 2026 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
May 27, 2026

Agenda Item #
17

April 2026 Financials

GB Meeting



KEY INDICATORS – APR

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,148	18,590	558	3.00%	18,649	499	2.68%
Total Admissions	2,055	2,033	22	1.09%	2,036	19	0.93%
Observation Days	920	596	324	54.36%	596	324	54.36%
ADC	384	376	7	1.91%	381	3	0.70%
ALOS (Admits)	5.39	5.55	(0.16)	(2.97%)	5.63	(0.24)	(4.26%)
ALOS (Obs)	1.17	0.92	0.25	27.53%	0.92	0.25	27.53%
Hospital CMI	1.81	1.86	(0.05)	(2.69%)	1.88	(0.07)	(3.73%)
Medicare CMI	1.76	2.03	(0.27)	(13.30%)	1.90	(0.14)	(7.37%)
IP Surgery Cases	868	822	46	5.60%	831	37	4.45%
OP Surgery Cases	782	671	111	16.54%	720	62	8.61%
Transplants	14	17	(3)	(17.65%)	17	(3)	(17.65%)
Total ER Visits	10,007	9,335	672	7.20%	9,585	422	4.40%
ED to Admission	14.75%	-	-	-	14.86%	(0.11%)	-
ED to Observation	6.69%	-	-	-	6.28%	0.40%	-
ED to Adm/Obs	21.43%	-	-	-	21.14%	0.30%	-
Quick Cares	16,695	21,291	(4,596)	(21.59%)	16,828	(133)	(0.79%)
Primary Care	5,834	7,359	(1,525)	(20.72%)	8,055	(2,221)	(27.57%)
UMC Telehealth - QC	349	492	(143)	(29.07%)	417	(68)	(16.31%)
OP Ortho Clinic	3,688	2,705	983	36.36%	3,039	649	21.36%
Deliveries	104	107	(3)	(2.80%)	107	(3)	(2.80%)
Crisis Stabilization Center	377	1,541	(1,164)	(75.54%)	-	377	100.00%
OP Infusion Clinic	646	320	326	101.88%	-	646	100.00%

SUMMARY INCOME STATEMENT – APR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$90,757,547	$91,251,270	($493,723)	(0.54%)	
Net Patient Revenue as a % of Gross	16.49%	18.36%	(1.87%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$93,553,120	$94,379,076	$825,956	0.88%	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($2,795,573)**	**($3,127,805)**	**$332,233**	**10.62%**	
Add back: Depr & Amort.	$5,348,300	$4,968,515	($379,785)	(7.64%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$2,552,727**	**$1,840,710**	**$712,017**	**38.68%**	
EBITDA Margin	**2.81%**	**2.02%**	**0.80%**		

SUMMARY INCOME STATEMENT – YTD APR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$893,485,478	$912,920,263	($19,434,786)	(2.13%)	
Net Patient Revenue as a % of Gross	16.87%	18.26%	(1.38%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$907,428,456	$942,566,759	$35,138,303	3.73%	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($13,942,978)**	**($29,646,495)**	**$15,703,517**	**52.97%**	
Add back: Depr & Amort.	$47,394,252	$49,233,118	$1,838,867	3.74%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$33,451,273**	**$19,586,623**	**$13,864,651**	**70.79%**	
EBITDA Margin	**3.74%**	**2.15%**	**1.60%**		

SALARY & BENEFIT EXPENSE – APR

	Actual	Budget	Variance	% Variance	
Salaries	$37,252,510	$38,646,779	$1,394,269	3.61%	
Benefits	$17,436,841	$17,262,339	($174,503)	(1.01%)	
Overtime	$952,919	$1,164,410	$211,491	18.16%	
Contract Labor	$1,276,821	$1,202,605	($74,216)	(6.17%)	
TOTAL	**$56,919,092**	**$58,276,133**	**$1,357,041**	**2.33%**	

EXPENSES – APR

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,667,555	$3,075,748	$408,193	13.27%	
Supplies	$17,568,058	$17,769,111	$201,053	1.13%	
Purchased Services	$8,123,461	$7,511,267	($612,193)	(8.15%)	
Depreciation	$2,786,524	$3,128,631	$342,107	10.93%	
Amortization	$2,561,776	$1,839,885	($721,892)	(39.24%)	
Repairs & Maintenance	$1,068,212	$997,152	($71,060)	(7.13%)	
Utilities	$548,776	$514,832	($33,943)	(6.59%)	
Other Expenses	$1,163,368	$1,090,664	($72,704)	(6.67%)	
Rental	$146,299	$175,652	$29,353	16.71%	
Total Other Expenses	**$36,634,028**	**$36,102,943**	**($531,085)**	**(1.47%)**	

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.

Cleared for Agenda
May 27, 2026

Agenda Item #
18

UNLV UPDATES

UMC Governing Board Meeting | May 27, 2026

★ UNLV Health Patient Volume | March 2026

7,342
TOTAL UMC PATIENT ENCOUNTERS

2,253
UNIQUE PATIENTS

2,395
SURGICAL PROCEDURES AT UMC

82
BABY DELIVERIES

★ Research & Academic Collaboration FY26

Total Active Grants
44 Grant Awards $18.1 Mil.

Clinical Trials
8 Active Clinical Trials

Joint Publications with Hospital Staff
22 Published, 25 Submitted

Student/Resident/Fellow Research Projects
106

★ Community Engagement & Events

- Class of 2026 Commencement
- 4 Community Health Fairs & 4 Community Coalitions Meetings

★ Physician Recruitment Update | May 2026

Surgery **START Date**: October 1, 2026

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.

Cleared for Agenda
May 27, 2026

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment to the Bylaws of the University Medical Center of Southern Nevada Governing Board**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review for approval amendments to the Governing Board Bylaws to conform with Chapter 3.74 of the Clark County Code; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Pursuant to Ordinance 5242 and in accordance with Chapter 3.74 of the Clark County Code, the University Medical Center of Southern Nevada ("UMCSN") Governing Board has adopted Bylaws which set forth the operation and proceedings of the UMC Governing Board. The proposed revisions set forth herein seek to amend the UMC Governing Board Bylaws as noted below:

On May 5, 2026, the Board of Hospital Trustees directed staff to amend Clark County Code 3.74.020, subsection 2, regarding the process by which UMCSN Governing Board members are selected by the Board.

Specifically, the Clark County Code removes the last sentence of subsection 2, requiring the process to repeat and the submission of a new candidate(s) if the Governing Board's recommendation is not selected.

The Governing Board Bylaws will be amended to reflect the same change.

Cleared for Agenda
May 27, 2026

Agenda Item #
20

BYLAWS OF

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (UMC)

GOVERNING BOARD

July 30, 2014
Revised October 28, 2020
Revised: July 27, 2022
Revised: January 31, 2024
Revised: May 28, 2025
Revised: _____

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PREAMBLE

WHEREAS, Nevada Revised Statutes Section 450.175(1) grants the governing body of a county hospital organized under the laws of Chapter 450 the authority to appoint a board which shall exercise powers and duties delegated by the board of hospital trustees;

WHEREAS, the Clark County Board of Commissioners, acting in its capacity as the University Medical Center of Southern Nevada ("UMC") Board of Hospital Trustees (the "Board of Hospital Trustees"), enacted Clark County Ordinance created, as most recently amended by Ordinance No. 5242 (the "Ordinance");

WHEREAS, the Ordinance established the UMC Governing Board (the "Governing Board") and charged it with the responsibility of maintaining UMC as a county hospital organized under Chapter 450 of the Nevada Revised Statutes and operated with the goal of maintaining the highest quality patient care for the residents of and visitors to Clark County; and

WHEREAS, the Ordinance provides that the members of the Governing Board ("Board members") shall adopt bylaws under which the Governing Board shall operate;

NOW, THEREFORE, the members of the Governing Board hereby approve and adopt these Bylaws.

MISSION

The Ordinance provides that UMC's primary mission and purpose is to serve as a public, safety-net hospital. The Governing Board, along with the Board of Hospital Trustees, will seek to fulfill this mission in its oversight and governance of UMC.

GOVERNING BOARD

Section 3.1 General Powers. The Governing Board, to the extent authorized and allowed by the Board of Hospital Trustees, shall provide oversight, policy development and strategic direction of UMC in a manner consistent with federal and state laws, the Ordinance, these Bylaws, and the Policies and Procedures adopted by the Governing Board from time to time.

Section 3.2 Number of Members. The Governing Board shall consist of no more than nine (9) nor fewer than five (5) voting members, to be appointed by the Board of Hospital Trustees as set forth in Section 3.3 and 3.5 of this Article.

Section 3.3 Selection of Initial Board Members. The Ordinance provides for the selection of initial Board members as follows. The members of the initial Governing Board shall be selected by majority vote of the Board of Hospital Trustees at a duly noticed public meeting of

the Board of Hospital Trustees. Candidates for membership on the initial Governing Board shall be submitted to the Board of Hospital Trustees by the County Manager and UMC CEO, upon the advice of a nominating committee consisting of residents of Clark County, as a slate of no less than five (5) candidates nor more than nine (9) candidates and must be approved as a slate. Members of the initial Governing Board shall serve staggered terms, chosen by lot. One third of the Board members chosen shall serve an initial term of three years, one third of the Board members chosen shall serve an initial term of two years, and the balance of the Board members chosen shall serve an initial term of one year.

Section 3.4 Term. Except as provided in Section 3.3 with respect to members of initial Governing Board, each Board member shall serve a term of three (3) years and until his or her successor is appointed and qualified. Board members shall be eligible to be reappointed as set forth in Section 3.5.

Section 3.5 Vacancies. The Ordinance provides that all vacancies on the Governing Board (whether due to expiration of the term of a Board member, death, resignation, removal or otherwise) shall be filled by a majority vote of the Board of Hospital Trustees at a duly noticed public meeting. When a term has expired or a Board position has otherwise become vacant, a candidate for membership on the Governing Board shall be submitted to the Board of Hospital Trustees by the Governing Board. A pool of qualified candidates will be determined through an application process coordinated through the Board Secretary and conducted in consultation with the Office of General Counsel. The Governing Board shall automatically consider any current Board member eligible for reappointment to the vacant position. If any application from a qualified candidate is received via the application process, a Special Nominating Committee shall be organized. The Special Nominating Committee shall consist of at least three (3) members of the Governing Board, as appointed by the Chair of the Governing Board (or Vice-Chair if the Chair is up for reappointment). No Board member who is being considered to fill a pending or current vacancy may serve on the Special Nominating Committee. The Special Nominating Committee shall review all candidates meeting the qualifications for Governing Board service and recommend at least two (2) candidates to the Governing Board for each vacancy, if available. The Governing Board shall select one (1) candidate per vacant spot from the recommendation of the Special Nominating Committee and submit such recommendation(s) to the Board of Hospital Trustees for approval. ~~If a candidate recommended by the Governing Board is not selected by the Board of Hospital Trustees, the process shall be repeated until a candidate for a vacancy is selected.~~

Section 3.6 Resignation. Any Board member may resign at any time by giving written notice of resignation, including an effective date therefor, to the Chair of the Board or Secretary. Any such resignation shall take effect at the time specified therein. If no effective date is specified therein, the resignation shall take effect thirty (30) days from the date of receipt of such notification by the Chair of the Board or Secretary.

Section 3.7 Removal. Pursuant to the Ordinance, a Board member serves at the pleasure of the board of hospital trustees and may be removed from his or her position by a majority vote of the Board of Hospital Trustees

Section 3.8 Compensation. Board members may be compensated for their services in an amount not to exceed $400 per month. Any Board member may waive compensation for his or her service on the Governing Board by notifying the Secretary.

Section 3.9 Powers and Duties of the Governing Board. The Governing Board shall have the following powers and duties, as set forth in the Ordinance:

(a) Oversight of UMC primary mission and purpose of maintaining a public, safety-net hospital.

(b) Adoption of bylaws under which the Governing Board shall operate, including but not limited to the determination of meeting times and frequencies, the appointment of standing committees with oversight of specific governance functions, and the selection of officers of the Governing Board.

(c) Recommendations, by majority vote, of individuals to fill vacancies on the Governing Board and on the number of members of the Governing Board, subject to final approval by the Board of Hospital Trustees.

(d) Development of strategic planning goals and objectives, and adoption of plans to achieve them.

(e) Approval of policies and procedures for the operation of UMC, including policies regarding service utilization patterns, productivity, patient satisfaction and patient complaints and scope of availability of services.

(f) Appointment, compensation, review and discharge of UMC's Chief Executive Officer, which shall be ratified by the board of hospital trustees.

(g) Except as limited by Paragraph (k) below, approval of expenditures, contracts and resolutions for the acquisition of goods and services necessary for the operation of UMC and fulfillment of its mission, in conformance with statutory requirements applicable to local governmental purchasing and contracts. Such approval and contractual obligations may not exceed encumbrances, in money and resources, of more than $5,000,000.00 per fiscal year per contract. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of the Clark County Code and grounds for immediate dismissal. When services are contracted through the utilization of any Purchasing Group (as such term is defined pursuant to NRS Chapter 450, et seq.) reasonable efforts shall be made to utilize vendors licensed in Clark County, Nevada, or vendors employing residents of Clark County, Nevada.

(h) Delegation to the Chief Executive Officer of powers and duties, including, to the extent the Governing Board deems advisable, a limited power to enter into contracts and agreements on behalf of UMC, and the negotiation of collective bargaining agreements with recognized employee groups. In no way may the Governing Board delegate to the CEO powers or duties which have not been delegated to it or which exceed state law limitations on delegation of authority. Delegation to the CEO under this provision in no way relieves the Governing Board in its duty of financial oversight of the operation of UMC.

(i) Oversight of physician recruitment and credentialing, including the appointment, re-appointment, or removal of medical staff membership and clinical privileges, which includes the appellate review of actions of the Medical Executive Committee which may be challenged by an applicant or credentialed physician.

(j) Promulgation of rules, regulations and standards governing appointment of physicians and interns to the staff for approval by the Board of Hospital Trustees.

(k) Approval of contracts with individual physicians or private medical associations for the provision of certain medical services as may be required by UMC. Such contracts shall not exceed ten years in length. Such contracts may be renewed at a duly noticed meeting of the Governing Board. Such contracts may not exceed the annual encumbrances set forth in the Ordinance and must comply with all budgeting requirements of the Local Government Budget and Finance Act of the Nevada Revised Statutes. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of the Clark County Code and grounds for dismissal.

(l) Approval of personnel policies and procedures for employees of UMC, approval of collective bargaining agreements with recognized employee groups, and approval of compensation packages for non-union eligible and management employees. Such approvals must fall within approved budgets. Approval of collective bargaining agreements shall be ratified by the Board of Hospital Trustees.

(m) Approval of settlements and agreements to resolve employment-related litigation and pre-litigation demands not to exceed $50,000.00 per applicant or employee, and not to exceed $200,000.00 per incident or allegation of related incidents, and approval to resolve non-employment related litigation and pre-litigation demands not to exceed $25,000.00 per incident or allegation of related incidents.

(n) Approval of settlement or resolution of billing disputes or overpayments involving patients, third-party payers or governmental agencies.

(o) Acceptance of gifts and bequests to UMC, except where such gifts or bequests involve or include real property or improvements to real property or contain conditions on the bequest or gift which are beyond the delegated authority of the Governing Board.

(p) Financial oversight and recommendation of UMC operating and capital budgets for submission to the Board of Hospital Trustees for approval, pursuant to Section 4 of the Ordinance.

(q) Oversight of quality improvement, performance and measurements.

(r) Risk identification and compliance oversight to ensure that UMC maintains compliance with all federal, state and local laws and regulations, as well as all requirements of accrediting bodies.

(s) Oversight of patient admission policies and policies that support patient care.

(t) Oversight of medical education, training programs, community health education and research activities.

(u) Review and approval of bylaws, rules and regulations of the medical staff of UMC, subject to final approval by the Board of Hospital Trustees.

(v) Oversight of the development of patient charges, subject to final approval by the Board of Hospital Trustees.

(w) Responsibility for coordinating education of the Governing Board members.

(x) Responsibility for the Governing Board's effective, efficient performance and participation in a formal evaluation and self-assessment process.

(y) Consultation and engagement with the community and UMC stakeholders.

(z) Responsibility for ensuring that all operations of UMC, especially contractual and personnel matters, are conducted free from any political interference in accordance with applicable law.

(aa) Responsibility for oversight of a marketing plan for UMC and implementation of new healthcare laws, including the Affordable Care Act.

(bb) Development of recommendations for alternative public or private financing to assist UMC.

(cc) Any other duty or power which is both lawful and necessary to the full discharge of the powers and jurisdiction conferred on the Governing Board.

Section 3.10 Powers and Duties Retained by the Board of Hospital Trustees. The Board of Hospital Trustees retains the following powers and duties with respect to the operation of UMC, as set forth in the Ordinance:

(a) Approval of the mission and purpose of UMC and any major changes thereto.

(b) Appointments to the Governing Board in accordance with Section 2 of the Ordinance.

(c) Final approval of rules, regulations, and standards governing appointments of physicians and medical interns to the staff of UMC.

(d) Review of the annual tentative budget and final approval of the annual final budget, to be filed with the Board of County Commissioners, as required of all local governmental agencies by Chapter 354 of the Nevada Revised Statutes.

(e) The lease, purchase, or construction of buildings utilized for UMC, and approval of agreements related to acquisition, disposal, or mortgage of real property or pledge of personal property owned by the County of Clark and dedicated to the use of UMC.

(f) The exercise of the power of eminent domain related to the operation of UMC.

(g) Final approval of patient charges as required by law.

(h) The issuance of bonds or securities related to Clark County debt for the operation of UMC or its facilities.

(i) Approval of the institution and prosecution of litigation on behalf of UMC, its officers, and employees, and selection of legal representatives as provided by law, except as otherwise delegated by ordinance or resolution, and provided that specialty counsel for legal services not readily available in Clark County, Nevada, may be retained in accordance with the delegation(s) of authority which may exist with respect to professional services.

(j) Approval of memberships in Purchasing Groups for the purpose of purchasing in accordance with Chapter 450 of the Nevada Revised Statutes..

(k) Recognition of employee groups under Nevada Revised Statutes Chapter 288.

(l) Adoption of bylaws, rules and regulations governing the Board of Hospital Trustees.

(m) Adoption of procedural requirements pertaining to the Board of Hospital Trustees meetings, hospital visits and reports.

(n) Approval of expenditures, contracts and resolutions for the acquisition of goods and services in amounts exceeding the fiscal year thresholds that would otherwise permit approval by the Governing Board pursuant to Section Two of the Ordinance.

(o) Amendment or revision of any power or duty delegated to the Governing Board.

(p) Any duty or power which is required by Nevada law to be performed by the Board of Hospital Trustees.

MEETINGS

Section 4.1 Regular Meetings. The Governing Board shall conduct regular, noticed meetings to be held on a monthly or near-monthly basis with a minimum of ten (10) such meetings per year. The first regular meeting of the calendar year shall be the Annual Meeting.

Section 4.2 Special Meetings. Special meetings of the Governing Board shall be held whenever called by the Chair of the Board or by four (4) Board members. Any and all business may be transacted at a special meeting which may be transacted at a regular meeting of the Governing Board.

Section 4.3 Time and Place of Meetings. The Governing Board may hold its meetings at such time or times and such place or places within Clark County, Nevada as the Governing Board may, from time to time, determine.

Section 4.4 Notice of Meetings. Except in an emergency, written notice of all meetings must be given at least three (3) working days before the meeting. The content and manner of notice shall comply with the Nevada Open Meeting Law.

Section 4.5 Quorum and Manner of Acting. A majority of the whole number of Board members shall be present at any meeting of the Governing Board in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those Board members present at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Governing Board, except as otherwise expressly required by these Bylaws. In the absence of a quorum for any such meeting, a majority of the Board members present thereat may adjourn such meeting, from time to time, until a quorum shall be present.

Section 4.6 Remote Communication. Members of the Governing Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

Section 4.7 Voting by Proxy. Voting by proxy shall not be permitted.

Section 4.8 Organization. At each meeting of the Governing Board, one of the following shall act as Chair of the meeting and preside thereat, in the following order of precedence: (a) the Chair of the Board; (b) the Vice-Chair of the Board; (c) any Board member chosen by a majority of the Board members present thereat. The Secretary or, in his or her absence, any person whom the Chair of the Board shall appoint shall act as Secretary of such meeting and shall keep the minutes thereof.

Section 4.9 Minutes of Meetings. The Governing Board shall keep written minutes of meetings in accordance with the Nevada Open Meeting Law. Minutes of meetings shall be complete, shall reflect deliberations of Board members as well as action taken. All supporting materials submitted for the information of the Governing Board shall, to the extent required by law, be included with the permanent minute record so as to constitute a permanent record of all proceedings.

Section 4.10 Open Meeting Law. Meetings of the Governing Board shall be conducted in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241).

OFFICERS OF THE GOVERNING BOARD

Section 5.1 Officers. Board Officers shall include a Chair of the Board and Vice-Chair of the Board and such other officers as the Governing Board may authorize, and shall be elected by the Board members at the Annual Meeting or as otherwise required. Board Officers shall serve for terms of two years and until their respective successors are elected and have qualified. Board

Officers may succeed themselves and may at any time be removed by a majority vote of the Governing Board with or without cause.

Section 5.2 Chair of the Board. The Chair of the Board shall preside over Governing Board meetings, see that orders and resolutions of the Governing Board are carried into effect, and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Governing Board or prescribed by these Bylaws. The Chair of the Board shall have the power to act on emergency matters as defined by Nevada law when a quorum of the Governing Board cannot be gathered in sufficient time or as otherwise reasonably required, subject to ratification by the Governing Board at its next regular meeting.

Section 5.3 Vice-Chair of the Board. The Vice-Chair of the Board shall, if present and if the Chair of the Board shall be absent or shall be unable to act, preside at all meetings of the Governing Board. The Vice-Chair of the Board shall perform such other duties as from time to time may be assigned by the Governing Board and otherwise assume the duties of the Chair of the Board under these Bylaws, including but not limited to the duties specified in Section 5.2 of this Article, when the Chair of the Board so delegates or confirms that he or she is otherwise unavailable to take action.

Section 5.4 Non-Voting Ex Officio Members. The Chief Executive Officer and Chief of Staff shall serve as non-voting ex officio members of the Governing Board. Additionally, the Chairman of the Governing Board may appoint other ex officio non-voting members as may be identified by the various Chairs of the Governing Board Standing Committees or as otherwise determined to be reasonably helpful to properly exercise the duties of the Governing Board.

ADMINISTRATION

Section 6.1 Staffing. UMC shall provide staff to the Governing Board for purposes of secretarial, research and other needs.

Section 6.2 Appointment of Administrative Officers.

Secretary of the Governing Board. A Secretary of the Governing Board shall be appointed by the CEO, subject to approval of the Governing Board, with such duties as shall be provided in these Bylaws and otherwise determined by the Chair of the Board in coordination with the CEO. The Secretary of the Governing Board shall provide or cause to be provided all secretarial assistance to the Governing Board and its committees; assist the Chair of the Board in developing an agenda for each meeting; keep records of the minutes of the meetings of the Governing Board; and furnish copies of such minutes to each Board member, to the CEO, and to others, in accordance with these Bylaws. The CEO shall be custodian of and shall faithfully keep, or cause to be kept, all records, books, documents and other valuable papers relating to the Governing Board. The Secretary shall be responsible for arranging all meeting notices and for attending to all correspondence that may be ordered by the Governing Board.

COMMITTEES

Section 7.1 Committees. Committees of the Governing Board shall be Standing Committees or Special Committees (each a "Committee" and collectively, "Committees").

Standing Committees. Standing Committees may be appointed by the Governing Board. A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Special Committees. Special Committees may be appointed by the Governing Board. The function and duration of a Special Committee shall be determined by its specific assignment, as stated in a resolution of the Governing Board creating it. Appointments to Special Committees need not be Board members, provided that a member of the Governing Board shall chair any such Special Committee. Public members shall be advisory to the Special Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Section 7.2 General Provisions.

Appointment. Members of Committees shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

Authority. Unless specifically delegated and except as otherwise provided herein, authority to act on all matters is reserved to the Governing Board, and the duty of each Committee shall be only to consider and make recommendations to the Governing Board upon matters referred to it.

Quorum. A majority of the voting members of the Committee shall constitute a quorum.

Remote Communication. Members of a Committee may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

Organization. At each Committee meeting, one of the following shall act as Chair of the meeting and preside thereat, in the following order of precedence: (a) the Chair of the Committee; or (b) any Committee member chosen by a majority of the Committee members present thereat.

Voting. All actions of a Committee shall be taken by a majority vote of the voting members in attendance at a Committee meeting.

Minutes of Meetings. Minutes of Committee meetings shall be in form of reports to the Governing Board and shall be submitted to the next subsequent regular meeting of the Governing Board for consideration and action.

Open Meeting Law. Committee meetings shall be conducted in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241).

MEDICAL STAFF

Section 8.1 Medical Staff Bylaws. The responsibility for oversight and approval of bylaws of the medical staff of UMC has been delegated to the Governing Board, subject to final approval by the Board of Hospital Trustees. Such bylaws shall be concerned with, but not limited to, the following areas: (a) appointments, reappointments and other changes in staff status; (b) granting of clinical privileges; (c) disciplinary actions; (d) all matters relating to professional competency; and (e) such specific matters as may be required by applicable federal and state law.

Section 8.2 Medical Staff Evaluation. The medical staff shall conduct an on-going review and evaluation of the quality of professional care rendered at UMC and shall report such activities and their results to the Governing Board.

CONFLICTS OF INTEREST

Section 9.1 Conflicts of Interest. The Ordinance sets forth the following provisions governing conflicts of interest: Board members shall comply with the rules applicable to Public Officers under the Nevada Ethics in Government Law (Chapter 281A of the Nevada Revised Statutes) and Clark County Ethics Resolutions, as they may be amended from time to time. Board members shall not have any financial conflicts which would require disclosure or abstention under the Nevada Ethics in Government Law. This prohibition extends to members of the Board member's household and to relatives of the Board member within the third degree of consanguinity or affinity. Upon such a conflict arising after the appointment of a member, the conflicted Board member shall notify the Secretary of the Governing Board and the Clerk of the Board of Hospital Trustees. If the conflicted member is unable or unwilling to resolve the conflict within thirty (30) days of such notice, a vacancy shall be deemed to exist upon the thirtieth day following notice.

POLICIES AND PROCEDURES

Section 10.1 Policies and Procedures. Agreed upon policies and procedures may be contained in a companion document entitled, "UMC Governing Board Policies and Procedures," upon adoption by the Governing Board.

AMENDMENTS

Section 11.1 Amendments. These Bylaws may be amended by a majority vote of the entire Governing Board at a meeting of which prior notice of the meeting and the proposed action shall have been given.

Bylaws of the UMC Governing Board APPROVED and ADOPTED this 28th day of May, 2025.

UMC GOVERNING BOARD:

_____

By: John F. O'Reilly, Chair

ATTEST:

_____

Stephanie Ceccarelli, Board Secretary

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
May 27, 2026

Agenda Item #
21

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
May 27, 2026

Agenda Item #
22