

**THIRD AMENDMENT TO
AGREEMENT FOR FOOD SERVICES AND CLINICAL NUTRITION MANAGEMENT
SERVICES (LOT 2) RFP 2018-01
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
COMPASS GROUP USA, INC.**

This Third Amendment (“**Amendment**”) is dated as of the date last signed by the parties below (“**Amendment Effective Date**”), and is between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital (“**Hospital**”), and COMPASS GROUP USA, INC., a Delaware corporation (“**Company**”).

BACKGROUND

A. Hospital entered into an Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) RFP 2018-01 with Company dated December 12, 2018, as amended (the “**Agreement**”).

B. The parties mutually agree to exercise the option to extend the Agreement.

ACCORDINGLY, the parties agree to amend the Agreement as follows:

1. The first whereas clause in the Witnesseth section of the Agreement is deleted in its entirety and replaced with the following language: “WHEREAS, COMPANY has the personnel and resources necessary to perform the SERVICES at the location(s) identified in Exhibit A (“**Location**” or “**Locations**”) and with a budget allowance not to exceed \$6,211,880.00 annually, including all travel, lodging, meals, and miscellaneous expenses, as further described herein; and”

2. Section I of the Agreement (**Term of Agreement**) is hereby amended such that the Initial Term of the Agreement is extended through December 31, 2025. For clarity, the remainder of Section I is unchanged.

3. The first sentence of Subsection II(A) (**Compensation**) is deleted in its entirety and replaced with the following language: “HOSPITAL agrees to pay COMPANY for the performances of SERVICES described in the Statement of Work (Exhibit A) not to exceed amount of \$6,211,880.00 annually for the Services.”

4. The table under Subsection 2.2(a) of Exhibit A-1 (**FNS Services**) is deleted and replaced with the following:

Per Patient Day Rate	Variable Rate	Projected Number of Patient Days
\$15.28	\$8.88	404.70 patient days (based on 147,715 annual patient days)

5. All other terms, conditions and stipulations contained in the Agreement shall remain in full force and All other terms, conditions and stipulations contained in the Agreement remain in full force and effect, except that if there is a conflict between this Amendment and the Agreement, this Amendment controls. Unless otherwise defined in this Amendment, all capitalized terms have the meanings ascribed in the Agreement. This Amendment may be executed in one or more counterparts. Each counterpart is deemed an original, but all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date written below.

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

COMPASS GROUP USA, INC.

By: _____

By: _____

Name: Mason Van Houweling
(Please Print)

Name: Robert H. Kutteh
(Please Print)

Title: CEO

Title: CEO, Healthcare

Dated: _____

Dated: _____