

**SECOND 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 Second Amendment (“**Amendment**”) is dated as of February 15, 2022, 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 have agreed to increase the Retail Fee as identified below.

ACCORDINGLY, the parties agree to amend the Agreement as follows, effective as of November 1, 2021:

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 \$5,800,000.00 annually, including all travel, lodging, meals, and miscellaneous expenses, as further described herein; and”

2. 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 \$5,800,000.00 annually for the Services.”

3. Subsection 2.5(c) of Exhibit A-1 (**FNS Services**) is amended such that the Retail Fee is \$6,931.51 per day.

4. 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.

[SIGNATURE PAGE FOLLOWS]

As evidence of their agreement, the parties have executed this Amendment by their authorized representatives as of the date first written above.

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

By: _____

Name: Mason Van Houweling
(Please Print)

Title: CEO

COMPASS GROUP USA, INC.

By: _____

Name: Robert H. Kutteh
(Please Print)

Title: CEO, Healthcare