



Audit and Finance Committee

Wednesday, September 21, 2022 2:00 p.m.

UMC Trauma Building - Providence Suite 5th Floor

AGENDA

**University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
September 21, 2022 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)**

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

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 at 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 at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of August 24, 2022 *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive an update on the FY23 Audit Plan from Nathan Strohl, UMC Internal Auditor; and direct staff accordingly. *(For possible action)*
5. Receive the monthly financial report for August FY23; and direct staff accordingly. *(For possible action)*

6. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
7. Review and recommend for approval by the Governing Board the Amendment No. 11 to Hospital Participation Agreement with Health Value Management, Inc., d/b/a ChoiceCare Network for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Professional Services Agreement with UNLVKSOM for the Ryan White Program; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for award by the Governing Board SOQ No. 2022-13 Professional Placement Services to multiple placement agencies; approve the SOQ No. 2022-13 Placement Services Agreements; authorize the Chief Executive Officer to exercise any extension options and execute any applicable candidate referral forms; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Agreement for Managed Services Support and the Agreement for Strategic Project Support with Tegria Services Group - US, Inc.; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the First Amendment to Agreement with SMS Healthcare, Inc. for Ambulatory Care Janitorial Services; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Purchaser-Specific Agreement with Vitalant for blood products/services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

All comments by speakers should be relevant to the Committee's action and jurisdiction.

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

THE COMMITTEE 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 Audit and Finance Committee Meeting
August 24, 2022**

UMC ProVidence Suite
Trauma Building, 5th Floor
800 Hope Place
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:02 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

Robyn Caspersen
Jeff Ellis (via WebEx)
Harry Hagerty (via WebEx)
Christian Haase (via WebEx)
Dr. Donald Mackay (via WebEx)
Mary Lynn Palenik (via WebEx)
Barbara Fraser (Ex-Officio) (via WebEx)

Absent:

None

Others Present:

Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Chris Jones, Executive Director of Support Services
Jaime King, Director of Pharmacy Services
Emelia Allen, Assistant General Counsel – Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on July 20, 2022. (For possible action)

FINAL ACTION:

A motion was made by Member Hagerty that the minutes be approved as presented. Motion carried by a majority vote. Members Mackay and Palenik abstained, as they were not in attendance at the last meeting.

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial reports for July FY23; and direct staff accordingly. (*For possible action*)

DOCUMENTS SUBMITTED:

- July FY23 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for July, which is the first month of FY23.

The key indicators for July showed admissions were 1,892, which was 5.5% below budget. Observation cases were significantly below budget 25%, AADC continues to be high at 662. Average LOS was up over last month, 9% above budget. Hospital CMI dropped to 1.83 and Medicare CMI was 2.00.

Inpatient surgeries were, 6.5% below budget; key driver was CVT. Outpatient surgeries were 18% below budget. There were 16 transplants. ER visits were 8.73% below budget. ED to admit/observation is 22.86%. Initiatives have been implemented to improve status of patients, including adding a CMO and Physician Advisor to monitor cases.

Quick care locations were below budget 7.4%; Peccole, Enterprise and Centennial were the key locations.

Primary cares were up 4.43%; Sunset, Spring Valley and Summerlin were the key drivers. Discussion continued regarding the budget forecast based on market shift and inflation.

Trended stats were compared to 2019 statistics. Admission were 1,827, which was 8 admissions above July 2019. AADC was high and ALOS has been trending upward. Inpatient surgeries were 66 above 2019 statistics; outpatient surgeries were down 126. Transplants set a record over the 12-month trend at 16 transplants. The ED to admission rate was 11.34%. Quick care and primary cares were up.

Payor mix trended showed inpatient was consistent with the 12-month average. Medicaid increased approximately 1.85% and Medicare dropped 2%.

ED payor mix showed Medicaid increased 2.31% and self-pay is below the 12-month average 1.76%.

In payor mix by surgical volumes Medicare dropped 3.14% and self-pay was up 2.74%. Outpatient surgeries showed commercial up 2.44%, Medicaid was up 2.56% and Medicare dropped 4.25%.

The summary income statement for July showed net patient revenue below budget almost \$1 million. Other revenue was on budget. Total net revenue was below budget \$980K. Operating expenses were over budget \$500K. Income from ops landed at earnings of \$1.9 million for the month, compared to budgeted earnings of \$3.5 million. The summary income statement trended was provided as informational.

Salary, wages and benefits showed labor almost \$2 million over budget. Paid FTEs were 17 below budget. SWB per FTE was higher than budget by \$623. Adjusted employee per occupied bed was 5.27 on a budget of 5.95.

Trended SWB showed overtime on budget and contract labor dropped to \$800K for the month of July. Overtime as a percent of productive has been trending downward. The Committee was reminded that the COLA and one time bonuses were received in July.

All other expenses were below budget by approximately \$1.5 million. Utilities was the only category over budget. Key driver was a 25% increase in peak time usage.

July key financial indicators showed profitability in the red. SWB as a percent of net revenue was in the red at 64%. Ms. Wakem stated days' cash on hand was up to 107.6 days. Ms. Wakem added that we continue to have outstanding federal supplemental payments. Candidate for billing is at 3.6 days. Cash collections was in the red. Point of service collection goal was in the green.

Next, the capital plan for FY23 capital funds were discussed. Approximately \$12.5 million has been earmarked for use in FY23.

Lastly, the cash flow statement and balance sheet highlights were shown. DSH and IAF payments were received.

Chair Caspersen asked if the team could determine the trend of an actual monthly use of cash and how it is managed.

FINAL ACTION TAKEN:

None

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem provided an update on sequestration, stating that the moratorium has been lifted as of July 1, 2022 and the 2% reduction in Medicare has resumed.

The COVID 19 DRG add on continues, but there has been very little impact and nothing significant to report.

Provider relief funding update: There has been no change in allocation since June, but there are still funds left to be allocated. Updates will continue to be provided as they become available.

ARPA (American Rescue Plan Act) funding to UMC has been denied, however other opportunities are being discussed internally.

The financial statement audit has begun.

Chair Caspersen requested an update from internal audit at the next meeting.

FINAL ACTION TAKEN:

None

ITEM NO. 6 Receive an informational update regarding the impact online discount pharmacies could have on UMC; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Jamie King, Pharmacy Director, provided an informational update regarding online discount pharmacies and their impact on UMC.

Ms. King explained the structure of Cost Plus mail order pharmacy program, which is comparable to a retail pharmacy. The pricing structure, which includes the drug cost plus a fixed fee, provides a significant discount for patients and the community. She added that although UMC is not impacted by this program, it is an affordable discount plan for our patients to purchase prescription drugs. The discussion continued regarding the benefits of 340B pricing to UMC patients and the Inflation Reduction Act.

The Committee also received an update on the capital projects that are being implemented that will reduce costs in packaging and allow UMC to pass discounts along to patients.

A discussion ensued regarding how patients can benefit from the discount drug programs upon discharge from the hospital and future capital projects.

FINAL ACTION TAKEN:

- None

- ITEM NO. 7** Review and recommend for approval by the Governing Board the Purchase Agreement with Baxter Healthcare for IV Solutions and Tubing; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Purchaser Agreement (Exhibit H)
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a new 5-year purchasing agreement with the current vendor. This will allow UMC to continue purchasing necessary IV solutions and tubing, utilizing HPG tiered pricing, ensuring the hospital continues to provide products for patients.

FINAL ACTION TAKEN:

A motion was made by Member Haase to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 8** Review and recommend for approval by the Governing Board the Services Agreement and Amendment with Comprehensive Care Services, Inc. for Perfusion, related services and equipment; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Services Agreement_BAA_DOO
- Addendum to Services Agreement

DISCUSSION:

This is a new agreement with a new vendor to provide and staff on-call perfusion technicians and other perfusion services on an as needed basis. The vendor will also provide equipment necessary for perfusion services at a monthly rental rate. This is a 3-year agreement with a 90-day out clause with written notice.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 9 Review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County for Ryan White (Part A); authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Interlocal Agreement – RFQ #606010-21

DISCUSSION:

This interlocal agreement will allow UMC to become a sub-recipient of the Ryan White, Part A grant funding through February 2023. The amount of the grant is to be determined.

FINAL ACTION TAKEN:

A motion was made by Member Haase to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 10 Review and recommend for approval by the Governing Board the Second Amendment to License Agreement and Order #2 with Zynx Health Incorporated for clinical decision support solutions; authorize the Chief Executive Officer to exercise any extension options and execute future amendments, Orders and Statements of Work; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Second Amendment to License Agreement
- Disclosure of Ownership

DISCUSSION:

This amendment will add additional product to the license, as well as integrate and streamline quality core measures from all major EHR software vendors into a single platform. The amendment will add an additional 3-years to the term of the agreement.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 11 Review and recommend for approval by the Governing Board the Master Services Agreement, Statement of Work, and Business Associate Agreement with Accuity Delivery Systems, LLC; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Master Services Agreement and Scope of Work - Redacted

- Disclosure of Ownership

DISCUSSION:

This is a new agreement with a new vendor for services in the form of medical records review upon patient discharge and prior to billing for services. This will improve accuracy, review clinical documentation and appropriately capture the level of care provided, patient status and other clinical information through physician documentation. This is a 3-year agreement which includes a 90-day trial period.

Ms. Wakem added that during the 90-day pilot trial period, the vendor will perform a full review of all inpatient accounts to determine which accounts to focus on moving forward.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 12 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)

None

COMMENTS BY THE GENERAL PUBLIC:

At this time, Chair Caspersen asked if there were any public comment received to be heard on any items not listed on the posted agenda.
SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 2:58 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Internal Audit Plan update	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee receive a presentation on the FY23 Audit Plan from Nathan Strohl, UMC Internal Auditor; and direct staff accordingly (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

Nathan Strohl, Internal Auditor will review the FY23 Audit Plan with the Audit and Finance Committee.

Cleared for Agenda
September 21, 2022

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Monthly Financial Reports for August FY23	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee receive the monthly financial report for August FY23; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for August FY23 for the committee's review and direction.

Cleared for Agenda
September 21, 2022

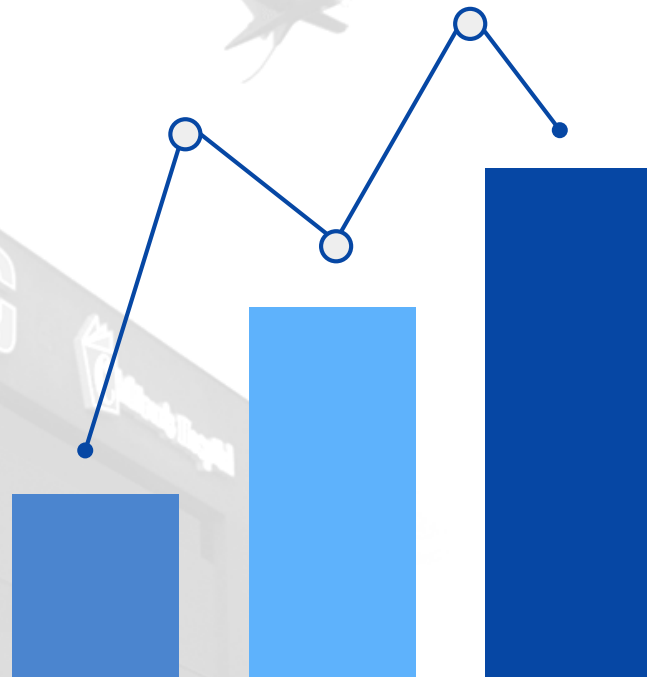
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August 2022 Financials

AFC Meeting



KEY INDICATORS - AUG



Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	21,128	19,676	7.38%	20,917	211	1.01%
Total Admissions	1,914	1,996	(4.12%)	1,904	10	0.53%
Observation Cases	956	1,004	(4.78%)	1,004	(48)	(4.78%)
AADC	682	635	7.38%	675	7	1.01%
ALOS (Admits)	7.05	6.46	9.05%	6.70	0.35	5.22%
ALOS (Obs)	1.13	1.51	(25.45%)	1.51	(0.39)	(25.45%)
Hospital CMI	1.84	1.93	(4.78%)	1.87	(0.04)	(1.93%)
Medicare CMI	1.97	2.10	(6.21%)	2.04	(0.07)	(3.40%)
IP Surgery Cases	811	797	1.78%	761	50	6.57%
OP Surgery Cases	524	573	(8.61%)	546	(22)	(4.03%)
Transplants	12	12	0.00%	12	-	0.00%
Total ER Visits	9,728	9,913	(1.86%)	9,624	104	1.08%
ED to Admission	10.27%	-	-	8.59%	1.68%	-
ED to Observation	11.14%	-	-	10.71%	0.43%	-
ED to Adm/Obs	21.41%	-	-	19.31%	2.11%	-
Quick Cares	17,119	16,533	3.54%	17,472	(354)	(2.02%)
Primary Care	6,942	5,265	31.85%	5,253	1,689	32.15%
Deliveries	129	135	(4.39%)	131	(2)	(1.53%)

TRENDING STATS



	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Aug- 19	Var
APDs	20,917	18,473	18,810	19,440	20,466	20,361	18,711	20,666	19,556	20,454	20,212	20,535	21,128	16,174	4,954
Total Admissions	1,904	1,751	1,803	1,832	1,821	1,827	1,608	1,791	1,850	1,927	1,827	1,892	1,914	1,927	(13)
Observation Cases	1,004	1,173	1,091	1,123	1,070	1,097	1,007	1,234	904	937	978	901	956	1,348	(392)
AADC	675	616	607	648	660	657	668	667	652	660	674	662	682	522	160
ALOS (Adm)	6.70	6.72	6.65	6.25	7.69	7.47	8.15	7.33	7.17	6.25	7.08	6.54	7.05	5.58	1.47
ALOS (Obs)	1.51	1.35	1.52	1.43	1.46	1.42	1.42	1.51	1.29	1.02	1.06	1.19	1.13	1.49	(0.37)
Hospital CMI	1.87	2.02	1.93	1.92	2.03	2.07	2.03	1.97	1.87	1.89	1.84	1.83	1.84	1.75	0.09
Medicare CMI	2.04	2.05	1.95	2.16	1.79	2.20	2.07	2.01	2.08	1.99	1.81	2.00	1.97	1.88	0.09
IP Surgery Cases	761	725	831	828	723	754	738	913	777	844	788	869	811	826	(15)
OP Surgery Cases	546	587	516	472	469	171	468	621	448	495	523	433	524	552	(28)
Transplants	12	13	12	11	9	12	10	15	13	14	8	16	12	3	9
Total ER Visits	9,624	9,002	9,007	8,793	9,226	8,706	7,936	9,764	9,432	9,898	9,091	8,994	9,728	9,633	95
ED to Admission	8.59%	7.81%	7.36%	7.68%	7.09%	7.37%	8.43%	7.88%	10.61%	10.03%	9.94%	11.34%	10.27%	7.08%	3.19%
ED to Observation	10.71%	11.28%	11.66%	12.29%	11.44%	12.86%	12.55%	13.61%	10.28%	10.65%	12.00%	11.52%	11.14%	15.05%	(3.91%)
ED to Adm/Obs	19.31%	19.08%	19.02%	19.97%	18.52%	20.24%	20.98%	21.49%	20.90%	20.68%	21.94%	22.86%	21.41%	22.13%	(0.72%)
Quick Care	17,472	15,543	15,210	15,073	17,802	19,473	12,345	16,330	16,025	17,060	15,800	14,601	17,119	14,074	3,045
Primary Care	5,253	5,240	5,220	5,294	5,093	4,831	5,454	6,935	5,888	5,795	5,841	5,724	6,942	5,003	1,939
Deliveries	131	114	123	123	117	104	99	104	108	94	113	121	129	190	(61)

Payor Mix Trend



IP- Payor Mix 12 Mo Aug- 22

Fin Class	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Commercial	19.53%	18.71%	19.24%	17.70%	17.31%	16.34%	16.83%	16.34%	18.01%	17.55%	17.37%	17.08%	18.65%	17.67%	0.98%
Government	4.58%	4.62%	3.97%	3.95%	4.13%	3.29%	4.19%	4.37%	4.37%	5.30%	3.81%	5.19%	4.27%	4.31%	(0.04%)
Medicaid	42.57%	41.97%	40.98%	40.79%	42.19%	42.56%	44.01%	41.96%	43.39%	43.95%	45.57%	44.53%	45.23%	42.87%	2.36%
Medicare	27.81%	28.77%	29.07%	31.37%	29.91%	31.75%	29.46%	31.40%	30.06%	28.65%	28.56%	27.61%	26.69%	29.54%	(2.85%)
Self Pay	5.51%	5.93%	6.74%	6.19%	6.46%	6.06%	5.51%	5.93%	4.17%	4.55%	4.69%	5.59%	5.16%	5.61%	(0.45%)

ED- Payor Mix 12 Mo Aug- 22

Fin Class	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Commercial	18.01%	19.03%	19.92%	20.57%	19.69%	19.47%	19.39%	19.15%	17.69%	17.47%	17.86%	17.90%	18.02%	18.85%	(0.83%)
Government	4.15%	4.61%	3.82%	4.21%	3.74%	3.81%	4.95%	4.09%	3.93%	4.09%	4.41%	4.12%	3.99%	4.16%	(0.17%)
Medicaid	51.80%	51.81%	50.22%	49.16%	50.65%	48.98%	47.45%	49.49%	53.23%	53.94%	52.92%	53.12%	52.87%	51.06%	1.81%
Medicare	12.80%	12.27%	13.25%	12.45%	12.74%	14.35%	15.67%	14.49%	13.33%	12.88%	13.07%	13.82%	13.25%	13.43%	(0.18%)
Self Pay	13.24%	12.28%	12.79%	13.61%	13.18%	13.39%	12.54%	12.78%	11.82%	11.62%	11.74%	11.04%	11.87%	12.50%	(0.63%)

Payor Mix Trend



Surg IP- Payor Mix 12 Mo Aug- 22

Surg IP	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Commercial	21.96%	21.79%	24.85%	24.04%	21.96%	19.55%	18.24%	19.41%	23.81%	20.73%	18.53%	21.03%	23.80%	21.33%	2.47%
Government	6.01%	6.34%	6.48%	7.00%	6.91%	4.76%	5.95%	6.51%	4.38%	8.41%	5.20%	7.13%	7.77%	6.26%	1.51%
Medicaid	41.05%	38.08%	36.25%	33.45%	34.67%	40.42%	40.41%	36.98%	34.74%	34.24%	40.36%	37.47%	35.38%	37.34%	(1.96%)
Medicare	27.19%	29.79%	27.97%	30.56%	32.18%	29.72%	29.32%	32.54%	32.82%	31.04%	31.09%	27.24%	27.87%	30.12%	(2.25%)
Self Pay	3.79%	4.00%	4.45%	4.95%	4.28%	5.55%	6.08%	4.56%	4.25%	5.58%	4.82%	7.13%	5.18%	4.95%	0.23%

Surg OP- Payor Mix 12 Mo Aug- 22

Surg OP	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Commercial	33.51%	30.49%	31.91%	32.63%	32.84%	26.74%	29.51%	30.50%	33.26%	31.52%	32.89%	34.10%	32.76%	31.66%	1.10%
Government	6.52%	4.60%	6.58%	4.87%	5.12%	8.72%	5.94%	6.42%	6.03%	6.87%	8.80%	6.22%	6.67%	6.39%	0.28%
Medicaid	35.69%	41.23%	37.52%	34.95%	36.88%	41.28%	42.04%	39.97%	37.72%	37.57%	34.98%	40.79%	36.57%	38.38%	(1.81%)
Medicare	21.74%	19.93%	19.73%	23.52%	20.90%	16.28%	19.75%	20.70%	20.98%	21.62%	21.99%	16.36%	21.52%	20.29%	1.23%
Self Pay	2.54%	3.75%	4.26%	4.03%	4.26%	6.98%	2.76%	2.41%	2.01%	2.42%	1.34%	2.53%	2.48%	3.27%	(0.79%)

SUMMARY INCOME STATEMENT - AUG



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$374,964,751	\$353,643,454	\$21,321,297	6.03%	↑
Net Patient Revenue	\$66,003,475	\$66,475,229	(\$471,754)	(0.71%)	↓
Other Revenue	\$2,176,620	\$2,460,090	(\$283,470)	(11.52%)	↓
Total Operating Revenue	\$68,180,095	\$68,935,319	(\$755,224)	(1.10%)	↓
Net Patient Revenue as a % of Gross	17.60%	18.80%	(1.19%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$66,645,445	\$68,297,772	\$1,652,328	2.42%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$1,534,650	\$637,546	\$897,104	140.71%	↑
Add back: Depr & Amort.	\$2,819,402	\$2,868,032	\$48,631	1.70%	↑
Tot Inc from Ops plus Depr & Amort.	\$4,354,052	\$3,505,579	\$848,473	24.20%	↑
Operating Margin (w/Depr & Amort.)	6.39%	5.09%	1.30%	-	

SUMMARY INCOME STATEMENT – YTD AUG



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$731,159,707	\$701,778,476	\$29,381,230	4.19%	↑
Net Patient Revenue	\$130,445,088	\$131,907,651	(\$1,462,563)	(1.11%)	↓
Other Revenue	\$4,692,912	\$4,965,507	(\$272,595)	(5.49%)	↓
Total Operating Revenue	\$135,138,000	\$136,873,157	(\$1,735,158)	(1.27%)	↓
Net Patient Revenue as a % of Gross	17.84%	18.80%	(0.96%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$134,445,612	\$135,631,095	\$1,185,483	0.87%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$692,388	\$1,242,062	(\$549,675)	(44.25%)	↓
Add back: Depr & Amort.	\$5,600,141	\$5,736,373	\$136,232	2.37%	↑
Tot Inc from Ops plus Depr & Amort.	\$6,292,529	\$6,978,436	(\$685,907)	(9.83%)	↓
Operating Margin (w/Depr & Amort.)	4.66%	5.10%	(0.44%)	-	

SUMMARY INCOME STATEMENT – TREND



REVENUE	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Total Gross Patient Revenue	\$355,502	\$331,676	\$341,588	\$352,326	\$341,043	\$338,582	\$313,977	\$368,803	\$337,185	\$345,132	\$338,423	\$356,195	\$374,965	\$343,369	\$31,596
Net Patient Revenue	\$65,878	\$64,192	\$64,019	\$64,795	\$67,093	\$68,035	\$64,571	\$64,547	\$64,298	\$66,093	\$63,125	\$64,442	\$66,003	\$65,091	\$913
Other Revenue	\$3,327	\$2,612	\$1,557	\$3,229	\$2,573	\$3,468	\$4,742	\$4,836	\$2,527	\$1,321	\$2,805	\$2,516	\$2,177	\$2,959	(\$783)
Total Operating Revenue	\$69,205	\$66,804	\$65,576	\$68,024	\$69,666	\$71,503	\$69,313	\$69,384	\$66,826	\$67,414	\$65,930	\$66,958	\$68,180	\$68,050	\$130
Net Patient Revenue as a % of Gross	18.53%	19.35%	18.74%	18.39%	19.67%	20.09%	20.57%	17.50%	19.07%	19.15%	18.65%	18.09%	17.60%	18.98%	-1.38%
EXPENSE	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Salaries, Wages and Benefits	\$39,519	\$40,223	\$41,365	\$40,360	\$41,105	\$45,054	\$43,368	\$39,398	\$40,875	\$39,809	\$36,995	\$41,229	\$39,837	\$40,775	(\$938)
Supplies	\$12,985	\$12,164	\$10,783	\$11,162	\$11,479	\$10,880	\$14,728	\$14,622	\$11,243	\$11,844	\$9,479	\$11,288	\$11,569	\$11,888	(\$319)
Other	\$14,535	\$14,685	\$13,776	\$15,439	\$15,617	\$14,791	\$15,197	\$16,469	\$15,816	\$16,251	\$17,617	\$15,284	\$15,240	\$15,456	(\$217)
Total Operating Expense	\$67,039	\$67,072	\$65,925	\$66,961	\$68,201	\$70,725	\$73,294	\$70,490	\$67,934	\$67,905	\$64,091	\$67,800	\$66,645	\$68,120	(\$1,474)
INCOME FROM OPS	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Total Inc from Ops	\$2,165	(\$269)	(\$349)	\$1,063	\$1,464	\$778	(\$3,980)	(\$1,106)	(\$1,108)	(\$491)	\$1,839	(\$842)	\$1,535	(\$70)	\$1,604
Add back: Depr & Amort.	\$2,100	\$2,094	\$2,186	\$2,158	\$2,157	\$2,119	\$2,141	\$2,714	\$2,545	\$2,245	\$2,219	\$2,781	\$2,819	\$2,288	\$531
Tot Inc from Ops plus Depr & Amort.	\$4,265	\$1,825	\$1,836	\$3,221	\$3,621	\$2,897	(\$1,840)	\$1,608	\$1,437	\$1,754	\$4,057	\$1,938	\$4,354	\$2,219	\$2,136
Operating Margin (w/Depr & Amort.)	6.16%	2.73%	2.80%	4.74%	5.20%	4.05%	(2.65%)	2.32%	2.15%	2.60%	6.15%	2.90%	6.39%	3.26%	3.13%

SALARY & BENEFIT EXPENSE - AUG



	Actual	Budget	Variance	% Variance	
Salaries	\$26,013,433	\$25,110,930	(\$902,503)	(3.59%)	↓
Benefits	\$11,885,741	\$12,583,255	\$697,515	5.54%	↑
Overtime	\$1,105,795	\$1,540,212	\$434,418	28.21%	↑
Contract Labor	\$831,911	\$847,614	\$15,703	1.85%	↑
TOTAL	\$39,836,879	\$40,082,011	\$245,132	0.61%	↑
Paid FTEs	3,525	3,578	52	1.47%	↑
SWB per FTE	\$11,300	\$11,203	(\$97)	(0.87%)	↓
SWB/APD	\$1,885	\$2,156	\$271	12.55%	↑
SWB % of Net	60.36%	60.30%	-	(0.06%)	↓
AEPOB	5.17	5.95	0.78	77.76%	↑

SALARY & BENEFIT EXPENSE - TREND



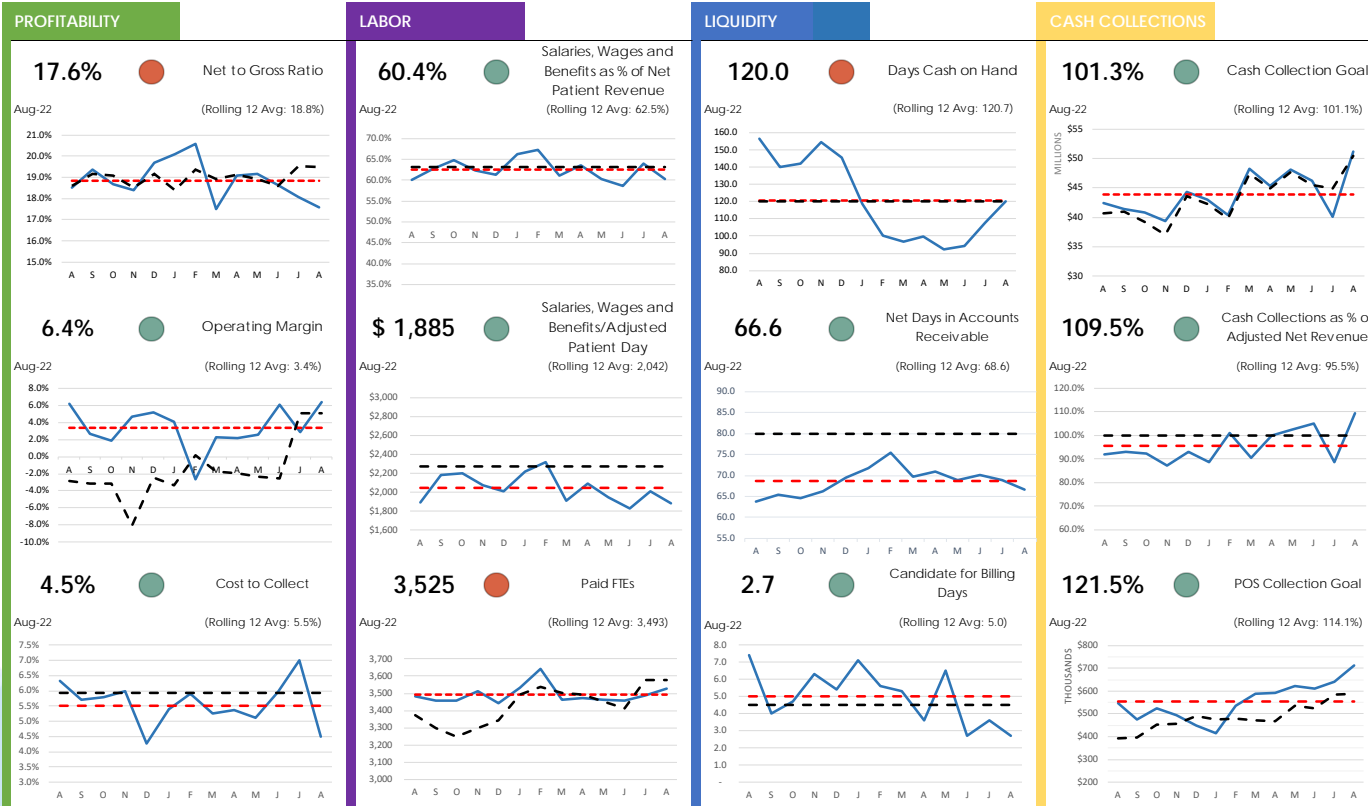
SALARY & BENEFIT EXPENSE	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	12-Mo Avg	Aug to Avg Var
Salaries	\$23,908	\$25,073	\$26,664	\$24,907	\$25,590	\$27,177	\$27,808	\$24,801	\$25,957	\$25,994	\$23,562	\$26,230	\$26,013	\$25,639	(\$374)
Benefits	\$11,438	\$11,138	\$11,139	\$10,877	\$10,965	\$12,329	\$10,720	\$11,433	\$11,568	\$11,274	\$11,124	\$12,908	\$11,886	\$11,409	(\$476)
Overtime	\$2,323	\$1,719	\$1,871	\$2,002	\$1,747	\$2,592	\$1,881	\$836	\$1,405	\$1,216	\$1,183	\$1,283	\$1,106	\$1,672	\$566
Contract Labor	\$1,849	\$2,294	\$1,692	\$2,575	\$2,804	\$2,957	\$2,959	\$2,328	\$1,944	\$1,325	\$1,126	\$808	\$832	\$2,055	\$1,223
TOTAL	\$39,519	\$40,223	\$41,365	\$40,360	\$41,105	\$45,054	\$43,368	\$39,398	\$40,875	\$39,809	\$36,995	\$41,229	\$39,837	\$40,775	\$938
Paid FTE	3,476	3,470	3,469	3,504	3,360	3,503	3,628	3,473	3,478	3,459	3,460	3,488	3,525	3,481	(45)
SWB per FTE	\$11,369	\$11,590	\$11,925	\$11,517	\$12,235	\$12,863	\$11,953	\$11,343	\$11,753	\$11,507	\$10,692	\$11,819	\$11,300	\$11,714	\$414
SWB/APD	1,889	2,177	2,199	2,076	2,008	2,213	2,318	1,906	2,090	1,946	1,830	2,008	1,885	2,055	170
SWB % of Net	59.99%	62.66%	64.61%	62.29%	61.27%	66.22%	67.16%	61.04%	63.57%	60.23%	58.60%	63.98%	60.36%	62.64%	2.28%
OT % of Productive	7.42%	5.93%	6.14%	6.70%	5.92%	7.34%	5.73%	4.03%	4.41%	4.10%	4.30%	4.29%	3.64%	5.53%	1.88%
AEPOB	5.16	5.64	5.71	5.41	5.22	5.40	5.40	5.21	5.34	5.25	5.14	5.27	5.17	5.35	0.17

EXPENSES - AUG



	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,570,803	\$3,804,064	\$233,261	6.13%	↑
Supplies	\$11,568,921	\$12,278,236	\$709,316	5.78%	↑
Purchased Services	\$5,909,331	\$6,168,266	\$258,934	4.20%	↑
Depreciation	\$2,261,368	\$2,262,609	\$1,241	0.05%	↑
Amortization	\$558,034	\$605,424	\$47,390	7.83%	↑
Repairs & Maintenance	\$866,240	\$914,282	\$48,042	5.25%	↑
Utilities	\$565,265	\$474,423	(\$90,842)	(19.15%)	↓
Other Expenses	\$1,386,830	\$1,517,547	\$130,718	8.61%	↑
Rental	\$121,774	\$190,911	\$69,137	36.21%	↑
Total Other Expenses	\$26,808,566	\$28,215,762	\$1,407,196	4.99%	↑

KEY FINANCIAL INDICATORS - AUG

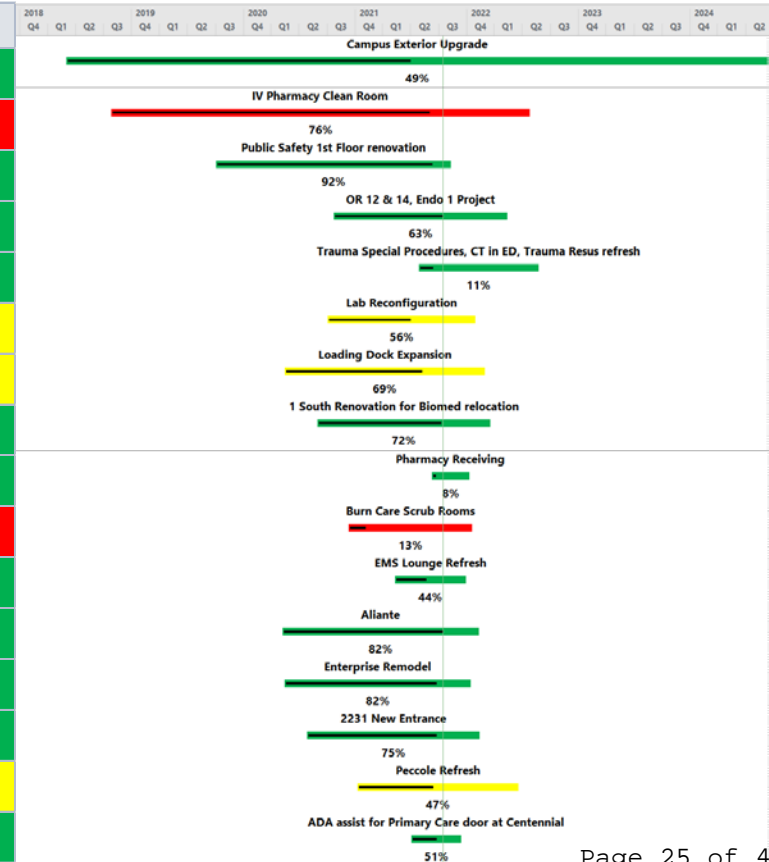


Actual ———
 Rolling Average - - -
 Target - - -

CAPITAL PLAN



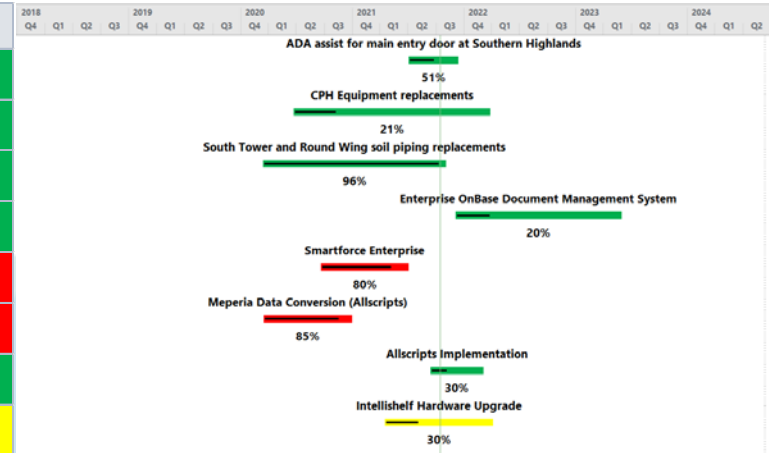
FY	Baseline Cost	% Spent	Task Name	% Complete	Duration	Start
FY19 & FY22	\$ 50,000,000	5%	Campus Exterior Upgrade	49%	81.8 months	Mon 5/6/19
FY22	\$ 1,518,367	16%	IV Pharmacy Clean Room	76%	48.7 months	Mon 9/30/19
FY20 & FY22	\$ 1,500,000	30%	Public Safety 1st Floor renovation	92%	27.25 months	Mon 9/7/20
FY22	\$ 2,334,830	4%	OR 12 & 14, Endo 1 Project	63%	20.05 months	Mon 9/27/21
FY23	\$ 7,000,000	0%	Trauma Special Procedures, CT in ED, Trauma Resus refresh	11%	13.75 months	Fri 7/1/22
FY23	\$ 350,000	0%	Lab Reconfiguration	56%	17.05 months	Mon 9/6/21
FY22	\$ 650,000	0%	Loading Dock Expansion	69%	23.15 months	Mon 4/19/21
FY22	\$ 500,000	0%	1 South Renovation for Biomed relocation	72%	20 months	Tue 8/3/21
FY22	\$ 100,000	0%	Pharmacy Receiving	8%	4.15 months	Fri 8/12/22
FY22	\$ 500,000	0%	Burn Care Scrub Rooms	13%	14.2 months	Mon 11/15/21
FY23	\$ 47,000	11%	EMS Lounge Refresh	44%	8.1 months	Thu 4/14/22
FY20	\$ 3,000,000	74%	Allante	82%	22.7 months	Mon 4/12/21
FY21	\$ 1,152,750	2%	Enterprise Remodel	82%	21.5 months	Mon 4/19/21
FY20 & FY23	\$ 99,692	0%	2231 New Entrance	75%	19.9 months	Thu 7/1/21
FY22	\$ 1,055,243	0%	Peccole Refresh	47%	18.55 months	Mon 12/13/21
FY22	\$ 24,000	0%	ADA assist for Primary Care door at Centennial	51%	5.6 months	Mon 6/6/22



CAPITAL PLAN



FY	Baseline Cost	% Spent	Task Name	% Complete	Duration	Start
	\$ 20,000		ADA assist for main entry door at Southern Highlands	51%	5.6 months	Mon 6/6/22
FY22	\$ 12,000,000	0%	CPH Equipment replacements	21%	22.7 months	Fri 5/28/21
FY20	\$ 3,100,000	31%	South Tower and Round Wing soil piping replacements	96%	21.2 months	Tue 2/16/21
	\$ 2,980,673		Enterprise OnBase Document Management System	20%	19.25 months	Mon 11/7/22
	\$ 728,816		Smartforce Enterprise	80%	10.1 months	Mon 8/23/21
	\$ 36,800		Meperia Data Conversion (Allscripts)	85%	10.1 months	Thu 2/18/21
	\$ 483,776		Allscripts Implementation	30%	6 months	Wed 8/17/22
	\$ 476,735		Intelliself Hardware Upgrade	30%	12.45 months	Tue 3/22/22



FY23 CASH FLOW



	August 2022	July 2022	June 2022	YTD of FY2023
Operating Activities				
Cash received from patients and payors	84,234,710	44,329,726	98,042,951	128,564,437
Cash paid to vendors	(15,768,365)	(26,510,178)	(31,144,544)	(42,278,544)
Cash paid to employees	(39,844,563)	(50,153,757)	(35,368,137)	(89,998,320)
Other operating receipts/(disbursements)	1,810,570	4,159,255	3,015,944	5,969,825
Net cash provided by/(used in) operations	30,432,352	(28,174,954)	34,546,214	2,257,398
Investing Activities				
Purchase of property and equipment, net	(2,100,346)	(2,351,038)	(1,402,073)	(4,451,384)
Interest received	313,084	10,144,636	(9,539,644)	10,457,720
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	(877,494)	(7,402,146)	(25,368,785)	(8,279,640)
Net cash provided by/(used in) investing activities	(2,664,756)	391,452	(36,310,502)	(2,273,304)
Financing Activities				
From/(to) Clark County	-	-	31,000,000	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	(3,060)	-
Other	-	-	32,000	-
Net cash provided by/(used in) financing activities	-	-	31,028,940	-
 Increase/(decrease) in cash	 27,767,596	 (27,783,502)	 29,264,653	 (15,906)
Cash beginning of period	54,424,459	82,207,961	52,943,309	82,207,961
Cash end of period	82,192,055	54,424,459	82,207,961	82,192,055
 Unrestricted cash	 82,192,055	 54,424,459	 82,207,961	 82,192,055
Cash restricted by donor	4,853,083	4,507,084	4,470,615	4,853,083
Internally designated cash	184,035,558	183,158,064	175,755,918	184,035,558

FY23 BALANCE SHEET HIGHLIGHTS



	Aug 2022	Jul 2022	Jun 2022
CASH			
Unrestricted	\$ 82.2	\$ 54.4	\$ 82.2
Restricted by donor	4.9	4.5	4.5
Internally designated	184.0	183.2	175.8
	<u>\$ 271.1</u>	<u>\$ 242.1</u>	<u>\$ 262.4</u>
NET WORKING CAPITAL	\$ 195.7	\$ 194.1	\$ 193.1
NET PP&E	\$ 199.3	\$ 196.9	\$ 197.3
LONG-TERM DEBT	\$ 6.6	\$ 6.6	\$ 6.6
NET PENSION LIABILITY	\$ 510.3	\$ 510.3	\$ 510.3
NET POSITION	\$ (275.2)	\$ (276.4)	\$ (285.3)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: CFO Update	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda
September 21, 2022

Agenda Item #

6

Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
8	NRS 332.115(1)(b)	No	UNLV Medicine and the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days written notice w/o cause	\$950,000	None	None	Wellness Center	Ryan White Services: Multispecialty Endocrinology, Gastroenterology, Maternal and Child Fetal Medicine/Ob-Gyn, Neurology, and Rheumatology
9	SOQ 2022-13	No	AHS Staffing AppleOne Employment Services Buffkin/Baker BuzzClan Compu-Vision Consulting Dynamic Computing Services E-Solutions Global Force USA My Next Career Path Staffing Pamela's List ProLink Healthcare R.L. Klein & Associates Radius Staffing Solutions Rose International ShoreWise Consulting Sigma Systems TactiQor Consulting	New Contracts	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement Est. \$5,000,000 (Est. \$1,000,000 per year)	None	N/A	Human Resources	Companies will conduct a recruitment search and refer qualified candidates to UMC to fill requested current and upcoming vacant positions; however, only the company(ies) that places successful candidate(s) for UMC to hire will be paid in accordance with the Agreement.
10	NRS 332.115(1)(b)	No	Tegria Services Group - US, Inc.	New Contract	N/A	5 Years	15 days written notice w/o cause	Managed Services Support NTE \$24,250,000 Strategic Project Support NTE \$7,500,000 \$31,750,000 total	None	None	Information Technology	Request to replace existing Agreement with two separate Agreements for Managed Services and Strategic Project Support with combined funding of \$31,750,000.00 over five (5) years
11	NRS 450.525 & NRS 450.530	Yes	SMS Healthcare, Inc.	Amendment	No	3 Years, with Two (1)-Year Options	30 days written notice w/o cause	Base Agreement \$4,500,000 Amendment 1 \$782,536.96 Cumulative Amount \$5,282,536.96	None	Cost Increase \$782,536.96	Environmental Services	Request to execute the first one (1) year option and add additional funding to support cost increases.
12	NRS 450.525 & NRS 450.530	Yes	Vitalant	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days for cause, Budget Act/Fiscal Fund Out	Base Agreement \$15,000,000	None	None	Pathology	New Agreement to provide blood products and services with HealthTrust pricing with combined funding of \$15,000,000 over three (3) years.

Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
7	332.115(1)(f) - Insurance	No	Health Value Management, Inc. d/b/a ChoiceCare Network	Amendment	No	1 Year	90 days w/o cause	Revenue based on volume	Managed Care	Requests to update Attachment B-1 Commercial Rates Schedule of the Agreement

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Amendment No. 11 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment No. 11 to Hospital Participation Agreement with Health Value Management, Inc., d/b/a ChoiceCare Network for Managed Care Services; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000850000

Description: Managed Care Services

Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance

Term: Amendment 11 same

Amount: Amendment 11– revenue based on volume

Out Clause: 90 days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

On December 1, 2009, the Board of Hospital Trustees approved the Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network to provide its members healthcare access to the hospital and its associated Quick Care facilities. The Agreement has since been amended ten (10) times, most recently on June 22, 2022, which (i) extended the Agreement Term for one (1) year effective July 1, 2022 through June 30, 2023, (ii) updated Attachment B-1 Commercial Rate Schedule, and (iii) update Attachment B-2 Fee Schedule for Medicare Plans.

This Amendment No. 11 requests to update the CPT codes as several codes have reached sunset date.

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment. This Amendment has 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.

Cleared for Agenda
September 21, 2022

Agenda Item #

7

AMENDMENT No. 11 to the HOSPITAL PARTICIPATION AGREEMENT
Between
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA and ChoiceCare

This Amendment No. 11 to the Hospital Participation Agreement (hereinafter this "**Amendment**") is hereby made and entered into by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** (hereinafter referred to as "**Hospital**") and **Health Value Management, Inc., d/b/a ChoiceCare Network**, (hereinafter referred to as "**ChoiceCare**").

WHEREAS, **Hospital** and **ChoiceCare** (hereinafter, collectively, the "**Parties**") entered into a Hospital Participation Agreement (**hereinafter "Agreement"**) which was effective, pursuant to its terms, as of December 1, 2009, and

WHEREAS, the Parties subsequently amended the Agreement with amendment No. 1 effective on December 1, 2011 (hereinafter "**Amendment No. 1**"), amendment No. 2, effective on December 1, 2013 (hereinafter "**Amendment No. 2**"), amendment No. 3 effective on June 1, 2015 (hereinafter "**Amendment No. 3**"), amendment No 4, erroneously named "Third Amendment", effective on December 1, 2015 (hereinafter "**Amendment No. 4**"), amendment No. 5 effective on December 1, 2017 (hereinafter "**Amendment No. 5**"), amendment No. 6 effective on December 1, 2018 (hereinafter "**Amendment No. 6**"), amendment No.7 effective June 1, 2019 (hereinafter "**Amendment No. 7**"), amendment No. 8 effective July 1, 2019 (hereinafter "**Amendment No. 8**"), amendment No. 9 effective July 1, 2020 (hereinafter "**Amendment No.9**"), amendment No. 10 effective July 1, 2022 (hereinafter "**Amendment No. 10**");

WHEREAS, the Parties desire to further amend the Agreement; and

WHEREAS, the Agreement requires that all amendments be in writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

1. Effective July 1, 2022, **Attachment B-1 Commercial Rate Schedule** is deleted in its entirety and replaced with the attached **Attachment B-1 Commercial Rate Schedule** attached hereto.

Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Amendment to be effective as of July 1, 2022 .

Hospital

CHOICECARE

Legal Entity: UNIVERSITY MEDICAL CENTER OF S

Signature:



Signature:

Printed Name: Rick Beavin

Printed Name:

Title: Regional President

Title:

Date: September 13, 2022

Date:

Tax ID: 886000436



ATTACHMENT B-1
ChoiceCare – Amendment No. 11 to the HOSPITAL PARTICIPATION AGREEMENT
CONFIDENTIAL INFORMATION

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

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Professional Services Agreement with UNLVKSOM for the Ryan White Program	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Professional Services Agreement with UNLVKSOM for the Ryan White Program; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5421.006

Fund Center: 3000726300

Description: Care for Individuals with HIV (Ryan White Program)

CBE: N/A

Term: Three years from execution w/ 2 one-year option(s)

Amount: \$190,000.00 annually

Total Amount: \$950,000.00 with options

Out Clause: 30 days written notice w/o cause

Fund Name: UMC – Patient Grant – RW

Funded Pgm/Grant: N/A

BACKGROUND:

This request is for approval of a Professional Services Agreement between University of Nevada Las Vegas Kirk Kerkorian School of Medicine and University Medical Center of Southern Nevada for the Ryan White Program. Hospital hereby hires Entities to provide Endocrinology, Gastroenterology, Maternal and Child Fetal Medicine/Ob-Gyn, Neurology, Rheumatology, Pulmonary, Obstetric, Ear Nose & Throat, Colon and Rectal Surgery, and other multispecialty services, to HIV infected individuals in the Las Vegas Eligible Metropolitan Area, for the Center.

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

Cleared for Agenda
September 21, 2022

Agenda Item #

8

PROFESSIONAL SERVICES AGREEMENT

RYAN WHITE PROGRAM

This Agreement 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"), **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as "UNLV Medicine") and the Board of Regents of the Nevada System of Higher Education, a constitutional entity of the State of Nevada, for and on behalf of the **Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("UNLVKSOM")** (hereinafter UNLV Medicine and UNLVKSOM shall collectively referred to as "Entities," each individually referred to as a "party" and collectively referred to as "parties") shall be effective as of the date last signed by a party on the signature page below.

WHEREAS, Hospital is the operator of a Wellness Center (the "Center") which requires certain Services (as described in Attachment "A");

WHEREAS, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLVKSOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLVKSOM ("Physicians"); and

WHEREAS, University of Nevada, Las Vegas is state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control, and maintain UNLVKSOM, whose missions are to teach medicine, to engage in research, and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of the UNLVKSOM faculty; and

WHEREAS, UNLVKSOM and UNLV Medicine entered into an Operating Agreement with UNLVKSOM dated April 27, 2017, that outlines the terms and conditions upon which UNLV Medicine will serve as the faculty practice plan for UNLVKSOM, including, but not limited to, the manner in which UNLV Medicine is to provide support for UNLVKSOM; and

WHEREAS, Physicians are full-time faculty members of UNLVKSOM, are employed by UNLVKSOM and have clinical professional experience related to services associated with the Ryan White Program, as further described in detail in Attachment "A."

WHEREAS, the Entities desire to contract for and/or provide for the services noted within Attachment "A" ("the Services"). Hospital desires to engage the Entities to provide the services of Physicians to assist with the Ryan White program.

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

I. PURPOSE

Hospital hereby hires Entities to provide Endocrinology, Gastroenterology, Maternal and Child Fetal Medicine/Ob-Gyn, Neurology, Rheumatology, Pulmonary, Obstetric, Ear Nose & Throat, Colon and Rectal Surgery, and other multispecialty services, to HIV infected individuals in the Las Vegas Eligible Metropolitan Area, for the Center.

II. SCOPE OF SERVICES

Provider shall perform the Services as described in Attachment "A," appended hereto and made part of this Agreement.

III. COMPENSATION

1. UMC shall reimburse Provider for the Services described in Attachment "A" at the agreed upon rates in Attachment "B" for actual hours worked and/or services satisfactorily performed in the following amounts not to exceed:

• Endocrinology	\$20,000 annually
• Gastroenterology	\$20,000 annually
• Maternal and Child Fetal Medicine	\$15,000 annually
• Neurology	\$15,000 annually
• Rheumatology	\$15,000 annually
• Pulmonary	\$25,000 annually
• Obstetrics	\$25,000 annually
• Ear Nose & Throat	\$15,000 annually
• Colon & Rectal Surgery	\$20,000 annually
• Other Multi-Specialty	\$20,000 annually

All expenses/costs incurred by Provider in excess of these amounts shall be the sole responsibility of Provider.

2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all applicable taxes.
3. UMC shall make timely payment of approved clean claims within sixty (60) business days of receipt of claims. In addition to claim submission on the HCFA or UB04 form. Provider shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, CPT codes.
4. Provider shall maintain such records and accounts supporting claims and invoices for a period of five (5) years from the date of final payment under this Agreement, except where unresolved audit questions require retention for a longer period as determined by UMC. These records shall be available during regular business hours for audit purposes by UMC, any authorized representative of Center, any authorized representative of Clark County Nevada, any Ryan White representative or any authorized representative of state or federal government.

IV. REPRESENTATIONS OF ENTITIES

1. Any and all personnel providing the Services under this Agreement shall be employees or Faculty of UNLVKSOM.
2. UNLVKSOM and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all the Services described herein.
3. UNLVKSOM warrants that its personnel are authorized by law to engage in the performance of the activities encompassed by the Services described herein.
4. UNLVKSOM is responsible for the quality and quantity of the Services performed by its personnel under this Agreement.
5. UNLVKSOM shall at its sole expense, procure and maintain professional liability, errors

and omissions insurance at a limit of not less than one million dollars (\$1,000,000) per incident and upon either Parties' request shall furnish the requesting Party with a "Certificate of Insurance" as verification this coverage is in force. However, UNLVKSOM's liability shall be limited in accordance with NRS 41.0305 to NRS 41.039. The defense of sovereign immunity will be additionally asserted by UNLVKSOM, and if appropriate by UNLV Medicine, in all cases in accordance with Nevada State Law under NRS 41.0305 to 41.039.

Hospital is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Hospital is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Hospital will provide Entities with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

6. To the extent of any negligence of a Party or its personnel, the insurance provided by and covering the Party against which liability is asserted shall be primary insurance as respects the other Party(ies) and their elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by Hospital and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.
7. All Parties to this agreement shall comply with all federal, state and local laws, ordinances, rules and regulations, any Ryan White grant requirements, all requirements of The Joint Commission, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating Party or Entity to terminate this contract immediately upon delivery of written notice of termination.
8. In the event of any professional liability claim against a Party to this agreement is filed and in the event the other Party (or Entity) to this agreement is not included as a defendant in such lawsuit, the Party/Entity named as defendant in such lawsuit, shall not seek to join any other Party or Entity or any of their departments, agencies, officials, employees, servants or agents in such action, unless such joinder is necessary to secure an indispensable Party to such an action.
9. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by the Entities for Hospital shall, at the option of Hospital, be delivered immediately to Center and remain the property of Hospital.

V. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the provisions of this Agreement must be in writing and approved by the Parties to this Agreement.

VI. TERM

The term of this Agreement shall be effective as of the date last signed by a party on the signature page below and shall continue for three (3) years. Thereafter, this Agreement may be renewed by UMC upon written notice to Provider, for two (2) additional one-(1) year terms unless terminated in accordance with Sections VII to X.

VII. TERMINATION WITHOUT CAUSE

The Entities or Hospital may terminate this Agreement by giving each other written

notification of termination at least thirty (30) days prior to termination. Upon termination, the Parties agree that any financial reconciliation necessary shall be made and all monies due for the Services rendered prior to termination shall be paid within sixty (60) days of the date of termination. Hospital shall not be obligated to pay for any Services provided by Entities after the effective date of termination.

VIII. TERMINATION FOR CAUSE

If Entities fail to fulfill in a timely and proper manner their obligations under this Agreement, or if Entities violate any of the covenants, terms or stipulations of this Agreement, Hospital shall have the right to terminate this Agreement immediately by giving written notice to Entities of such termination and specifying the effective date thereof. Similarly, should Hospital fail to meet its obligations under this Agreement, Entities shall have the right to terminate this Agreement immediately by giving written notice to Hospital of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance and/or units of service, and in no case shall Hospital be obligated to pay for any Services provided by Entities after the effective date of termination.

IX. TERMINATION DUE TO LACK OF FUNDS

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of Services specified, the Entities or Hospital may terminate or renegotiate this Agreement. Neither Entities nor Hospital shall be obligated to pay for any Services rendered after the other Party has received written notice of termination pursuant to this section.

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

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 governmental funds for the then current fiscal year. This Agreement shall terminate and either Party's obligations under it, shall be extinguished at the end of any fiscal years in which an applicable governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts or provisions of contracted services, under this Agreement. The Parties agree 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 current fiscal year. Termination under this section shall not relieve a Party of applicable obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. GENERAL CONDITIONS

1. Entities agree to accept any additional conditions governing the use of funds or performance of programs as may be required by federal, state or local statute, ordinance, rule or regulation or Ryan White grant requirements. However, should Entities find such additional condition or conditions unacceptable, they have the option of terminating this Agreement upon fifteen (15) days written notice.
2. The Parties hereto agree that this Agreement shall not be assignable nor can any part of the Services to be provided, be subcontracted without written consent of the non-assigning Party.
3. The waiver of any term of this Agreement, or the failure of any Party to insist on strict compliance and prompt performance of any term of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by that Party to enforce all terms strictly in the event of a continuous or subsequent default.
4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not

cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.

5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the Parties relating to this Agreement shall be filed and pursued in the District Court for Clark County.
6. Time shall be of the essence regarding this Agreement.
7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other Parties by certified mail, return-receipt requested to the following:

For UMC: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

For Entities: Dean
Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas
2040 West Charleston Boulevard
Las Vegas, Nevada 89102

and: President- UNLV Medicine
3016 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
8. All Parties to this Agreement, hereby represent and warrant to the other party(ies), that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such Party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. The Parties represent and warrant to each other, that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred, is pending or threatened against that Party, its affiliates or to their knowledge, against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
9. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
10. The recitals are hereby incorporated as part of this Agreement.
11. This Agreement constitutes the entire and full understanding between the Parties hereto and no party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ENTITIES:

UNLV Medicine

By: _____

Name: Joann Strobbe

Its: President & Chief Executive Officer

The Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

HOSPITAL:

University Medical Center of Southern Nevada

By: _____

Name: Mason Van Houweling

Its: Chief Executive Officer

Recommended:

By: _____
Marc J Kahn, MD
Dean, Kirk Kerkorian School of Medicine
at UNLV and Vice President for Health
Affairs

Date: _____

Approved:

By: _____
Chris L Heavey, PhD
Executive Vice President and Provost
UNLV

Date: _____

ATTACHMENT "A"
Ryan White Program SOW
Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas and UNLV Medicine

1. UNLVKSOM, through its Faculty physicians and staff, will provide outpatient primary medical services and office based diagnostic services and treatments (the "Services") to HIV infected individuals in the Las Vegas Emergency Medical Area. UNLVKSOM, through its affiliate and Party to this Agreement, UNLV Medicine, shall be reimbursed based upon Attachment B-Fee Schedule of this Agreement. Rates established in Attachment "B" shall remain in effect through the term of the Agreement.
2. All Services must be preauthorized by UMC Wellness Center.
3. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

UMC Wellness Center
Attn: Ryan White Program
701 Shadow Lane, Suite 200
Las Vegas, NV 89106
Phone: (702) 383-2691
Fax: (702) 388-4114
4. Entities agree to utilize UMC facilities and its contracted providers whenever possible to maximize grant fund resources.
5. Entities agree to ensure that Ryan White funds are the payer of last resort by:
 - a. Verifying insurance information provided by the patient.
 - b. Billing primary insurance carrier first.
6. Payment by Hospital is conditioned upon continued funding by the Ryan White (Parts A and C).
7. In rendering the Services under this Agreement, Entities will abide by all terms and conditions of the Ryan White Grants applicable to the care described in this Agreement.
8. Entities shall restrict access to confidential information obtained from patients to such persons directly connected with the administration or enforcement of this program.
9. Entities agree that Ryan White funding cannot be used to pay for emergency room or hospital inpatient services.
10. Entities agree that Ryan White reimbursement amount is considered payment in full; balance billing is not allowed.

ATTACHMENT “B” Fee Schedule

Endocrinology Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Outpatient services performed are for treatment of diabetes and thyroid disorders.

Gastroenterology Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Outpatient services to include new and follow-up visits. Colonoscopies and EGD upper endoscopies to be performed at UMC.

Maternal and Child Fetal Medicine Services

For Maternal and Child Fetal Medicine, UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$15,000 annually.

Neurology Services

UMC shall reimburse Provider 100% of the current Medicaid Fee Schedule at the following rates for the following services:

- a. Office Visit – new patients
- b. Office Visit – follow-up patients
- c. EEGs
- d. Electromyography (EMG) procedures
- e. All other services not listed in this section will be reimbursed at 100% of the current

Medicaid Fee Schedule

Services will not exceed \$15,000 annually.

Rheumatology Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$15,000 annually.

Outpatient services to include diagnostic evaluations of rheumatic disorders and autoimmune diseases, medical therapy for treatment of rheumatic disease, monitoring long term efficacy and side effects of medications including anti-inflammatory and biologic agents used to treat rheumatic disease, and improve quality of life and decreasing disability of patients suffering from rheumatic disease.

Pulmonary Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$25,000 annually,

Outpatient services to include diagnostic evaluations, treatments, and monitoring.

Obstetrical Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$25,000 annually.

Ear Nose & Throat Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$15,000 annually.

Colon & Rectal Surgery Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Other Multi-Specialty Services

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Refer to <https://dhcfp.nv.gov/Resources/Rates/FeeSchedules/> to obtain a current copy of the State of Nevada Medicaid Fee Schedule.

EXHIBIT B
Standards of Performance

Entities shall, and require that all Physicians shall, comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference. Those standards of performance are as follows:

- a. Adhere to Hospital's established standards and policies for providing exceptional patient care and operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;
- b. If any Faculty staff or Physician is employed by UNLVKSOM under the J-1 Visa waiver program, UNLVKSOM will so advise Hospital, and UNLVKSOM shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines;
- c. Maintain professional demeanor and not violate UMC Medical Staff Physician's Code of Conduct;
- d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and UMC Hospital policy;
- e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);
- f. Assist Hospital with improvement of patient satisfaction and performance ratings, where appropriate;
- g. Perform appropriate clinical documentation utilizing the hospital EHR;
- h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");
- i. Comply with the rules, regulations, policies and directives of UMC, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entities by Hospital. Specifically, the Entities and all Faculty Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;
- j. Comply with Hospital's Affirmative Action/Equal Employment Opportunity Policy;
- k. The Parties recognize that as a result of UMC's patient *mix*, UMC has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event a UNLVKSOM Faculty Physician requires the services of a medical specialist, Entities shall use commercially reasonable efforts to contact UMC's contracted provider of such medical specialist services. Nothing in this Agreement shall however, be construed to require the referral by Entities or any UNLVKSOM Faculty Physicians, and in no event is a UNLVKSOM Faculty Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by UNLVKSOM Faculty Physicians Member within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests, in the UNLVKSOM Faculty Physician's judgment. The Parties agree that this provision concerning referrals by UNLVKSOM Faculty Physicians complies with the rule for

conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law");

- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the UNLVKSOM faculty Physician(s) performing such treatment. The UNLVKSOM Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. The UNLVKSOM Physicians shall facilitate discharges in an appropriate and timely manner. The UNLVKSOM Physicians will provide the patient's primary care physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entities or any UNLV Faculty Physician;
- m. Agree to participate in certain quality reporting systems established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement;
- n. Meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections;
- o. Work in the development and maintenance of key clinical protocols to standardize patient care;
- p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;
- q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entities and UNLVKSOM Physicians;
- r. Require that all medical record charts will be completed and signed by UNLVKSOM Faculty Physicians in accordance with the guidelines and timeframes set forth in the UMC Medical and Dental Staff Bylaws, and related Rules and Regulations;
- s. Maintain a score within ten percent (10%) of Vizient compare for its thirty (30) day readmission score for related admissions (such information is available from UMC, upon request);
- t. Upon request from UMC, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by UMC Administration with notice. UMC staff/analysts can support requested data collection in collaboration with the Entities;
- u. Be in 100% compliance with Drug Wastage Policy. UNLVKSOM Physicians shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents (such policy is available from UMC, upon request);
- v. Collaborate with UMC Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with UMC's Administration in staff evaluations and joint operating committees; and
- w. Participate in clinical staff meetings and conferences and represent the Services on UMC's Committees, initiatives, and at UMC Department meetings as the appropriate.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Award SOQ No. 2022-13 Professional Placement Services	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board SOQ No. 2022-13 Professional Placement Services to multiple placement agencies; approve the SOQ No. 2022-13 Placement Services Agreements; authorize the Chief Executive Officer to exercise any extension options and execute any applicable candidate referral forms; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000865000	Funded Pgm/Grant: N/A
Description: Professional Placement Services	
Bid/RFP/CBE: SOQ 2022-13	
Term: 9/28/2022 to 9/27/2025 with two, 1-year options	
Amount: Estimated \$1,000,000 per year or potential aggregate is estimated \$5,000,000 for five (5) years to be shared among seventeen (17) placement agencies	
Out Clause: 30 days w/o cause	

BACKGROUND:

On July 20, 2022, a notice of interest was sent out in NGEM allowing companies to express their interest in participating in SOQ No. 2022-13 for Professional Placement Services. The SOQ was also published in the Las Vegas Review Journal on July 24, 2022. On August 15, 2022, responses were received from:

AHS Staffing AppleOne Employment Services Buffkin/Baker BuzzClan Cogent Infotech (DISQUALIFIED) Compu-Vision Consulting Dynamic Computing Services E-Solutions Global Force USA	My Next Career Path Staffing Pamela's List ProLink Healthcare R.L. Klein & Associates Radius Staffing Solutions Rose International ShoreWise Consulting Sigma Systems TactiQor Consulting
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Cleared for Agenda
September 21, 2022

Agenda Item #

9

An ad hoc committee (comprised of UMC Human Resources staff) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with the seventeen (17) responsive companies who signed the Agreement for Placement Services (“Agreement”).

For the SOQ award of \$1,000,000 per year to be shared among the awardees, the selected companies will conduct a recruitment search and refer qualified candidates to UMC to fill requested current and upcoming vacant positions; however, only the company(ies) that places successful candidate(s) for UMC to hire will be paid in accordance with the Agreement (i.e., within one (1) year following the date of initial referral, compensation is 25% of candidate’s salary if the base salary is \$100,000 and under per year; or 30% of candidate’s salary if the base salary is over \$100,000 per year). The Agreement Term is from September 28, 2022 through September 27, 2025 with the option to extend for two (2), 1-year periods.

Staff requests authorization for the Hospital CEO to: (i) sign the Agreements; (ii) exercise the extension options at his discretion if deemed beneficial to UMC; and (iii) execute any applicable candidate referral forms.

UMC’s HR Operations Director has reviewed and recommends award of these Agreements. These Agreements have been approved as to form by UMC’s Office of General Counsel.

Staff is working with the selected companies to obtain the appropriate Clark County business license or vendor registration.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

AHS Staffing
NAME OF COMPANY
Craig Hollins Business Development Manager 405-697-2049
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
AHS Staffing 3009 Astoria Ct, Edmond, OK 73034
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(405) 509- 6200
(AREA CODE) AND TELEPHONE NUMBER
(405) 509- 6200
(AREA CODE) AND FAX NUMBER
chollins@ahsstaffing.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and
AHS Staffing _____ (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 - 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
- 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
- f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
- 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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

AHS Staffing

3009 Astoria Ct, Edmond, OK

73034

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

AHS Staffing

LEGAL BUSINESS NAME and if applicable its D/B/A

By: C Hollins 08/15/2022
NAME: Craig Hollins DATE
TITLE: Business Development Manager

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 615 E. Britton Road Oklahoma City OK 73114	CONTACT NAME: Carolyn Burton PHONE (A/C, No, Ext): E-MAIL ADDRESS: carolyn_burton@ajg.com FAX (A/C, No):
INSURED AHS Staffing LLC 3051 Willowood Rd. Edmond, OK 73034	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Old Republic Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
AHSSTAF-02	NAIC # 18058 24147

COVERAGES**CERTIFICATE NUMBER:** 1815211201**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2331788	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2331788	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB787271	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31527822	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Liab. (E&O)	Y	Y	PHPK2331788	10/1/2021	10/1/2022	Each claim \$5,000,000 Aggregate \$5,000,000 Deductible-Ea claim \$25,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Arthur J. Gallagher Risk Management		NAMED INSURED AHS Staffing, LLC	
POLICY NUMBER See page 1			
CARRIER See page 1	NAIC CODE See page 1		
EFFECTIVE DATE: See page 1			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord25 **FORM TITLE:** Certificate of Liability Insurance

Crime Policy #PHSD1663677, Philadelphia Indemnity Insurance Company, 10-1-21/22, Limit: \$1,000,000 per occurrence for Client's coverage for your employee's dishonest acts; \$1,000 deductible per occurrence; Loss Payee: Any person or organization who you are required under a written contract or agreement to add to this policy as a loss payee, as their interest may appear.

Employment Practices Liability Policy #PHSD1663677, Philadelphia Indemnity Insurance Company, 10-1-21/22; Limits: Employment Practices, \$2,000,000 each Policy Period/\$2,000,000 Aggregate; Retention: \$25,000 for each claim.

Workers Compensation Employers Liability: Waiver of subrogation applies per form #WC000313(4-84) for any person or organization for which you have agreed to waive our rights of recovery in a written contract, provided such contract was executed prior to date of loss. Workers Compensation does not apply to the Monopolistic states of Ohio, Washington, Wyoming and North Dakota.

Stop Gap Employer Liability: Policy #PHPK2331788, Philadelphia Indemnity Insurance Company, 10-1-21/22; States: North Dakota, Ohio, Washington, Wyoming: \$1,000,000/\$1,000,000/\$1,000,000 limits.

Abusive Conduct Liability: Policy #PHPK2331788, Philadelphia Indemnity Insurance Company, 10-1-21/22; Aggregate Limit \$1,000,000/Each Abusive Condition Limit \$1,000,000; \$1000 deductible applies.

Cyber Liability: Policy #ESK0033641640, Underwriters at Lloyd's London, 10-1-21/22, \$5,000,000 each claim/\$5,000,000 aggregate limit; \$25,000 deductible each claim.

Excess Cyber Liability: Policy #EKS3399564, Scottsdale Insurance Company, 10-1-21/22; \$5,000,000 each claim/\$5,000,000 aggregate limit.

General Liability: Additional Insured form #CG20260413 applies. Waiver of subrogation, and primary, non-contributory wording provided in form #PIGLDTS1115. Deductible: \$1000 per claim. Cancellation notice applies to any person or organization with whom you have agreed to provide 30 days prior written notice of cancellation as provided by your insurance broker of such person or organization and that list is provided to us prior to any such cancellation. Separation of insureds included in form #CG00010413.

Professional Liability: Additional Insured, Waiver of Subrogation and Primary, Non-Contributory apply per form #PITSMANU. \$25,000 deductible applies. Cancellation notice applies to any person or organization with whom you have agreed to provide 30 days prior written notice of cancellation as provided by your insurance broker of such person or organization and that list is provided to us prior to any such cancellation. Separation of insureds included in form #PITS0031211. Claims Made Coverage. Retroactive Date: 12/31/2011, Prior and Pending Date: 10/1/2021

Auto: Designated Insured form #CA20480299 applies to any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured but only for liability arising out of the negligence of the named insured. Waiver of subrogation form #CA04440310 applies to any person or organization who you are required to add by written contract which is executed prior to the occurrence of a loss to waive your rights of recovery, except for a loss resulting from the sole negligence from that person or organization. Cancellation notice applies to any person or organization with whom you have agreed to provide 30 days prior written notice of cancellation as provided by your insurance broker of such person or organization and that list is provided to us prior to any such cancellation. Separation of insureds included in CA00011013.

Umbrella: Underlying Coverages: General Liability, Professional Liability, Auto Liability, Employer's Liability and Stop Gap.

Coverage is subject to actual policy terms and conditions.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		AHS Staffing LLC				
(Include d.b.a., if applicable)						
Street Address:		3051 Willowood Road		Website:		https://ahsstaffing.com/
City, State and Zip Code:		Edmond, OK 73034		POC Name:		Craig Hollins
Telephone No:		405-697-2049		Email:		chollins@ahsstaffing.com
Local Street Address: (If different from above)		N/A		Website:		N/A
City, State and Zip Code:		N/A		Local Fax No:		N/A
Local Telephone No:		N/A		Local POC Name:		
				Email:		N/A

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

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

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

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

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

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

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

<i>Craig Hollins</i> Signature	Craig Hollins Print Name
Business Development Manager Title	08/15/2022 Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services
NAME OF COMPANY
Carlton G. Bryant - Executive Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
327 W. Broadway Glendale, CA 91204
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(866) 493-8343
(AREA CODE) AND TELEPHONE NUMBER
()
(AREA CODE) AND FAX NUMBER
govnotices@appleone.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to Attachment A, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada Attn: Legal 1800 W. Charleston Blvd. Las Vegas, NV 89102
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TO COMPANY: Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

govservices@appleone.com

16371 Beach Blvd., Suite 240

Huntington Beach, CA 92647

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates 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:

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services
LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____
NAME: Carlton G. Bryant DATE
TITLE: Executive Vice President

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A**, Scope of Work.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



HOWRGEN-01

ACCOUNTMANAGER1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2022

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 MG Skinner & Associates 11030 Santa Monica Blvd., Suite 207 Los Angeles, CA 90025	CONTACT NAME:	
	PHONE (A/C, No, Ext): (310) 478-5041	FAX (A/C, No): (310) 479-8707
INSURED Howroyd Wright Employment Agency, Inc. dba AppleOne P.O. Box 29048 Glendale, CA 91209-9048	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Companies	NAIC # 23850
	INSURER B: Ace American Ins Co	22667
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2397255	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK2397255	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB809384	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC6892800A	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime (3rd Party)			PHPK2397255	4/1/2022	4/1/2023	Occurrence/Aggregate \$ 3,000,000
A	E&O/Prof. Liability			PHPK2397255	4/1/2022	4/1/2023	Occurrence/Aggregate \$ 3,000,000

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

Job ID:00950028-3000

University Medical Center of Southern Nevada its officers and employees are additional insureds under General Liability and Auto Liability. Waiver of Subrogation applies under general Liability.

CERTIFICATE HOLDER

CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
c/o Legal Department
1800 W. Charleston Blvd
Las Vegas, NV 89102

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CA 2048: Blanket Designated Insured with PNC

This endorsement modifies insurance provided under the following:

BUSINEESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form.

This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The Act 1 Group, Inc.

Endorsement Effective Date: 4/1/2022

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization who you are required by a written contract, executed prior to the occurrence of a loss, to add as an additional insured on a primary, non-contributory basis but only for liability arising out of the negligence of the named insured.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

All other terms and conditions of this Policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization who you are required to add by written contract which is executed prior to the occurrence of a loss to waive your rights of recovery, except for a loss resulting from the sole negligence from that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Howroyd-Wright Employment Agency, Inc.				
(Include d.b.a., if applicable)		AppleOne Employment Services				
Street Address:		327 W. Broadway		Website: https://www.appleone.com/		
City, State and Zip Code:		Glendale, CA 91204		POC Name: Carlton G. Bryant		
				Email: govnotices@appleone.com		
Telephone No:		(866) 493-8343		Fax No:		
Nevada Local Street Address: (If different from above)		8330 W. Sahara ave., Suite 290		Website:		
City, State and Zip Code:		Las Vegas, NV 89117		Local Fax No:		
Local Telephone No:		702-998-3182		Local POC Name: Kristina Barrett		
				Email: kbarrett@appleone.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).

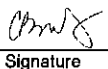
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Janice Bryant Howroyd	CEO	3%
Brett W. Howroyd	President	49%
Katharyn B. Howroyd	Director	48%

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

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

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


Signature

Carlton G. Bryant
Print Name

Executive Vice President
Title

8/11/2022
Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

BUFFKIN / BAKER
NAME OF COMPANY
Steve Marsh, Partner, Healthcare Practice
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
10 Cadillac Dr., #190 Brentwood, TN 37027
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(404) 435-6078
(AREA CODE) AND TELEPHONE NUMBER
()
(AREA CODE) AND FAX NUMBER
steve@buffkinbaker.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Buffkin / Baker _____ (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Buffkin / Baker

10 Cadillac Dr., #190

Brentwood, TN 37027

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA


By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

Buffkin / Baker

LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____
Steve Marsh

8/15/2022

NAME: _____

DATE

TITLE: Partner

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A**, Scope of Work.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2022

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 Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	CONTACT NAME: Kattie Wilson PHONE (A/C, No., Ext): 615-515-6054 FAX (A/C, No.): 615-515-6001 E-MAIL ADDRESS: kwilson@com-ins.com
INSURED Buffkin / Baker 10 Cadillac Drive, Suite 190 Brentwood TN 37027	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co Limited INSURER B: AXIS Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2138008159

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		20SBAAF1526	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20SBAAF1526	8/27/2022	8/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		20SBAAF1526	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Property Professional Liability			20SBAAF1526 P00100002227205	8/27/2022 3/8/2022	8/27/2023 3/8/2023	SEE BELOW SEE BELOW

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

PROPERTY POLICY NO. 20SBAAF1526 Effective 8/27/2022 - 8/27/2023; \$126,400 Business Personal Property; \$1,000 Deductible

PROFESSIONAL LIABILITY POLICY NO. P00100002227205; Effective 3/8/2022 - 3/8/2023; \$1,000,000 Per Claim / \$1,000,000 Aggregate; \$5,000 Retention; 3/8/18 Retroactive Date

CERTIFICATE HOLDER

CANCELLATION

University Medical Center
1800 W. Charleston Blvd.
Las Vegas NV

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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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		Buffkin / Baker				
(Include d.b.a., if applicable)						
Street Address:		10 Cadillac Dr., #190		Website: www.buffkinbaker.com		
City, State and Zip Code:		Brentwood, TN 37027		POC Name: Steve Marsh Email: steve@buffkinbaker.com		
Telephone No:				Fax No:		
Nevada Local Street Address: (If different from above)		na		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations) Over 5%
Craig Buffkin	Managing Partner	Over 5%
Martin Baker	Managing Partner	Over 5%

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 _____
Partner, Healthcare Practice
Title _____

Steve Marsh
Print Name
8/15/2022
Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

BuzzClan LLC
NAME OF COMPANY
Sachin Jain - Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
5757 Alpha Rd. Suite 340, Dallas, TX 75240
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(469) 251 - 2899
(AREA CODE) AND TELEPHONE NUMBER
(469) 251 - 2899
(AREA CODE) AND FAX NUMBER
gov@buzzclan.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and BuzzClan LLC (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
- 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
- f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
- 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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

BuzzClan, LLC

Attn: Sachin Jain

5757 Alpha Rd., Suite 340

Dallas, TX 75240

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

BuzzClan LLC

LEGAL BUSINESS NAME and if applicable its D/B/A

By: Sachin Jain

08-15-2022

NAME: Sachin Jain

DATE

TITLE: Vice - President

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2022

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

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

PRODUCER The Zone Insurance Group, Inc. 3901 Dendron Drive Flower Mound TX 75028	CONTACT NAME: Lisa D. Lleras PHONE (A/C, No, Ext): 469-293-5232 FAX (A/C, No): E-MAIL: lisal@zoneinsurancegroup.com ADDRESS: lisal@zoneinsurancegroup.com INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Limited INSURER B: Hartford Fire Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:
INSURED BuzzClan, LLC 5757 Alpha Road, Suite 340 Dallas TX 75240	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			46SBA ZJ5555SC	12/09/2021	12/09/2022	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			46SBA ZJ5555SC	12/09/2021	12/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			46SBA ZJ5555SC	12/09/2021	12/09/2022	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002078065	05/18/2022	05/18/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			46 TE 0282636-22	01/07/2022	01/07/2023	\$5,000,000 glitch and aggregate limit with \$10,000 retention; \$1 million Occ/Aggregate for Cyber Security

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

Certificate holder is listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

University Medical Center 1800 W. Charleston Blvd. Las Vegas NV 89102	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 Lisa D. Lleras
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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		BuzzClan, LLC				
(Include d.b.a., if applicable)						
Street Address:		5757 Alpha Rd., Suite 340		Website: www.buzzclan.com		
City, State and Zip Code:		Dallas, TX 75240		POC Name: Sachin Jain		
				Email: gov@buzzclan.com		
Telephone No:		469-251-2899		Fax No: 469-251-2899		
Nevada Local Street Address:		N/A		Website:		
(If different from above)						
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)
Archana Jain	President	51%
Sachin Jain	Vice President	49%

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.

Sachin Jain

Signature

Vice President

Title

Sachin Jain

Print Name

08/15/2022

Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Compu-Vision Consulting, Inc.
NAME OF COMPANY
Michael Bavaro, Director - Business Development
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2050 Route 27 Suite 202, North Brunswick, NJ 08902
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(732) 422-1500
(AREA CODE) AND TELEPHONE NUMBER
(732) 422-4667
(AREA CODE) AND FAX NUMBER
mbavaro@compuvis.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Compu-Vision Consulting, Inc. (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Compu-Vision Consulting, Inc.

2050 Route 27 Suite 202,

North Brunswick, NJ 08902

ATTN: Michael Bavaro

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

Compu-Vision Consulting, Inc.

LEGAL BUSINESS NAME and if applicable its D/B/A

By: Michael Bavaro August 15, 2022
NAME: Michael Bavaro
TITLE: Director - Business Development

DATE

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



COMPCON-07

GCOLOMBO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

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 James A. Connors Associates 225 Madison Ave Morristown, NJ 07960		CONTACT Eileen Malvey NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: emalvey@jamesaconnors.com		
INSURED Compu-Vision Consulting, Inc. BRUNSWICK PLAZA-1 2050 RTE 27 SUITE 202 NORTH BRUNSWICK, NJ 08902		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Underwriters Insurance Company		30104
		INSURER B: Hartford Insurance Group		00914
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			13SBAAJ7VT0	3/23/2022	3/23/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			13SBAAJ7VT0	3/23/2022	3/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			13SBAAJ7VT0	3/23/2022	3/23/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Umbrella Covera \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WBCAG0EGT	3/23/2022	3/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employee Theft			13TP0347036	3/23/2022	3/23/2023	Client Premises 3,000,000
A	Liability			13SBAAJ7VT0	3/23/2022	3/23/2023	Employment Practices 250,000

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

CERTIFICATE HOLDER

CANCELLATION

University Medical Center
1800 W. Charleston Blvd.
Las Vegas, NV 89102

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

Eileen Malvey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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 Technology Insurance Associates InsureYourCompany.com Gordons Corner Road 1H Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C, No, Ext): (888) 242-4675 E-MAIL ADDRESS: Ben@insureyourcompany.com FAX (A/C, No): (732) 862-1177 INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19682
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COVERAGES **CERTIFICATE NUMBER:** 160778 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A	Professional Liab/E&O Cyber Liability	x x	x x	13TE0356057 13TE0356057	03/23/2022 03/23/2022	03/23/2023 03/23/2023	\$5,000,000 Limits / \$5,000,000 Aggregate \$5,000,000 Limits / \$5,000,000 Aggregate

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

University Medical Center named as additional insured only if there is a written contract.

CERTIFICATE HOLDER

CANCELLATION

University Medical Center 1800 W. Charleston Blvd. Las Vegas NV 89102	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 <i>Benjamin Levenson</i>
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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Compu-Vision Consulting Inc.				
(Include d.b.a., if applicable)						
Street Address:		2050 Route 27 Suite 202		Website: www.compuvis.com		
City, State and Zip Code:		North Brunswick, NJ 08902		POC Name: Michael Bavaro		
				Email: mbavaro@compuvis.com		
Telephone No:		Office: 732-422-1500 Ext 2106 • Cell: 732-513-2609		Fax No:		
Nevada Local Street Address: (If different from above)		1550 W Horizon Ridge Pkwy R		Website: www.compuvis.com		
City, State and Zip Code:		Henderson, NV 89012		Local Fax No:		
Local Telephone No:		Office: 866-240-8466		Local POC Name: Kavita Rana		
				Email: krana@compuvis.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)

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

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

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

Michael Bavaro
 Signature
 Director - Business Development
 Title

Michael Bavaro
 Print Name
August 15, 2022
 Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Dynamic Computing Services Corporation
NAME OF COMPANY
Jadi Lambro VP, Business Development
DESIGNATED CONTACT NAME AND TITLE (Please type or print)
3307 Northland Drive, Suite 250 Austin, TX 78731
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(800)-345-1275 ext 109
(AREA CODE) AND TELEPHONE NUMBER
(800)-800-9790
(AREA CODE) AND FAX NUMBER
jadi@dcshq.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Dynamic Computing Services Corporation (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Dynamic Computing Services

Attn: Legal

23849 225th Way SE, Suite 100

Maple Valley, WA 98038

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates 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:

Dynamic Computing Services Corporation
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Jadi Lambro 7/29/22
NAME: Jadi Lambro DATE 7/29/22
TITLE: VP, Business Development

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A**, Scope of Work.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



DYNACOM-03

TMCKEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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 Hub International Northwest LLC P.O. Box 989 Prosser, WA 99350	CONTACT NAME:	PHONE (A/C, No, Ext): (509) 786-1230		FAX (A/C, No): (509) 786-4293
	E-MAIL ADDRESS:			
INSURED Dynamic Computing Services Corp 23849 22th Way SE #100 Maple Valley, WA 98038	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Hanover Insurance Company			22292
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
			INSURER F:	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZZ2A81225807	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/ AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZZ2A81225807	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UH2A81235305	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WD2A76088407	1/1/2022	1/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			LH2A81226206	1/1/2022	1/1/2023	Per Claim Limit 5,000,000
A	Professional Liab			LH2A81226206	1/1/2022	1/1/2023	Retention 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Company B: Policy #PHSD1597205, 1/1/2022 - 1/1/2023-Employee Theft and Client Coverage - \$3,000,000 Limit/\$100,000 Ded.
Company C: Policy #H784255, 1/1/2022 - 1/1/2023: Excess Crime - \$2,000,000 Limit
Certificate Holder is named as additional Insured per form 421-0452 (12-14). Waiver of subrogation applies per form 421-2915 (06-15).

CERTIFICATE HOLDER

CANCELLATION

University Medical Center of South Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102	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 <i>Tammy R. McKee</i>

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: None						
Corporate/Business Entity Name: Dynamic Computing Services Corporation						
(Include d.b.a., if applicable)						
Street Address:		3307 Northland Drive, Suite 250		Website: www.dcsdq.com		
City, State and Zip Code:		Austin, TX 78731		POC Name: Jadi Lambro		
				Email: jadi@dcshq.com		
Telephone No:		800-345-1275 ext. 109		Fax No: 800-800-9790		
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)
Sheri Sherrell	Owner/President	51%
Gary Sherrell	Secretary/Treasurer	49%

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.

Jadi Lambro
Signature
VP, Business Development
Title

Jadi Lambro
Print Name
7/29/22
Date

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Vidhwan Inc. DBA E-Solutions
NAME OF COMPANY
Neil Mitra, Manager P: 408-625-7493; E: neil.m@e-solutionsinc.com
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2 N. Market St., #400, San Jose, CA, 95113
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(408) 289-8288
(AREA CODE) AND TELEPHONE NUMBER
(408) 521-0167
(AREA CODE) AND FAX NUMBER
r.singh@e-solutionsinc.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Vidhwan Inc. DBA E-Solutions (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 Attachment A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

Vidhwan Inc. DBA E-Solutions

2 N. Market St., #400, San Jose, CA 95113

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

Vidhwan Inc. DBA E-Solutions
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Randy Singh 08/05/2022
NAME: Randy Singh DATE
TITLE: VP-Operations

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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 Executive Strategies Inc 5250 Corporate Drive Suite 200 Troy MI 48098		CONTACT NAME: Jenna Benvenuti PHONE (A/C, No, Ext): (586) 977-6300 E-MAIL ADDRESS: Jenna.Benvenuti@bbrown.com FAX (A/C, No):													
INSURED Vidhwan Inc, DBA: e-solutions, Inc 2 North Market Street #400 San Jose CA 95113		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Everest National Insurance Company</td><td>NAIC # 10120</td></tr><tr><td>INSURER B: Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER C: Property and Casualty Insurance Company of Hartford</td><td>34690</td></tr><tr><td>INSURER D: National Specialty Insurance Company</td><td>22608</td></tr><tr><td>INSURER E: Accredited Surety and Casualty Company, Inc.</td><td>26379</td></tr><tr><td>INSURER F: StarStone National Insurance Company</td><td>25496</td></tr></table>		INSURER A: Everest National Insurance Company	NAIC # 10120	INSURER B: Everest Indemnity Insurance Company	10851	INSURER C: Property and Casualty Insurance Company of Hartford	34690	INSURER D: National Specialty Insurance Company	22608	INSURER E: Accredited Surety and Casualty Company, Inc.	26379	INSURER F: StarStone National Insurance Company	25496
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INSURER F: StarStone National Insurance Company	25496														

COVERAGES**CERTIFICATE NUMBER:** CL2231528483**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			91ML002169-211	10/09/2021	10/09/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			91ML002169-211	10/09/2021	10/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			91CUN05867-211	10/09/2021	10/09/2022	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			35WBCGA7563	04/11/2022	04/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/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
A	Professional Liability			91ML002169-211	10/09/2021	10/09/2022	Occ \$2,000,000	Agg \$2,000,000
	Employment Practices Liability						Occ \$1,000,000	Agg \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**University Medical Center
1800 W. Charleston Blvd.

Las Vegas

NV 89102

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: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Executive Strategies Inc		NAMED INSURED Vidhwan Inc, DBA: e-solutions, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

- A. Crime including 3rd Party, Policy# 91CR000965-211, 10/09/2021 - 10/09/2022, \$3,000,000
- D. Cyber Liability, Policy# BLU-RBC-9CWM21Y1S, 02/05/2022 - 02/05/2023, \$2,000,000 Occ / \$2,000,000 Agg.
- E. Excess Cyber Liability, Policy# 2-CIA-CA-17E-S0106392-00, 04/06/2022 - 02/05/2023, \$3,000,000 Occ / \$3,000,000 Agg. Excess over \$2,000,000 Cyber Liability.
- F. Excess Liability, Policy# 70838H210ALI, 07/16/2021 - 10/09/2022, \$5,000,000 Occ / \$5,000,000 Agg

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Vidhwan, Inc.				
(Include d.b.a., if applicable)		E-Solutions				
Street Address:		2N. Market Street, #400		Website: www.e-solutionsinc.com		
City, State and Zip Code:		San Jose, CA 95113		POC Name: Neil Mitra		
				Email: neil.m@e-solutionsinc.com		
Telephone No:		480-625-7493		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)

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.

Randy Singh
Signature

Randy Singh
Print Name

VP-Operations
Title

08/05/2022
Date

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
NA	NA	NA	NA
Randy Singh			
Amit Kurich			

* 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**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Global Force USA
NAME OF COMPANY
Naz Warden ,Business Partner
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
8323 Southwest Freeway, Suite 730, Houston, TX-77074
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
832 532 7401
(AREA CODE) AND TELEPHONE NUMBER
832-532-0715
(AREA CODE) AND FAX NUMBER
nazw@globalforce-us.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Global Force USA _____ (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Global Force USA

Attn: Naz Warden

8323 Southwest Freeway Suite 730

Houston, TX 77074

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

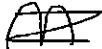
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

Global Force USA
LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____
NAME: Naz Warden
TITLE: Business Partner

8/10/2022

DATE 08/10/2022

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A**, Scope of Work.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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(les) 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 Brown & Brown of Detroit, Inc. 5250 Corporate Drive Suite 200 Troy MI 48098	CONTACT NAME: Whitney Watson PHONE (A/C, No, Ext): (586) 977-6300 FAX (A/C, No): E-MAIL ADDRESS: Whitney.Watson@bbrown.com														
INSURED Global Force USA Inc 8323 SW Freeway Ste 730 Houston TX 77074	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyd's Syndicate 2121 (Argenta Syndicate Management)</td><td>AA1128121</td></tr><tr><td>INSURER B: StarStone National Insurance Company</td><td>25496</td></tr><tr><td>INSURER C: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D: Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER E: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate 2121 (Argenta Syndicate Management)	AA1128121	INSURER B: StarStone National Insurance Company	25496	INSURER C: The Continental Insurance Company	35289	INSURER D: Arch Specialty Insurance Company	21199	INSURER E: Scottsdale Insurance Company	41297	INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL229231027**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SF012830W220031	09/04/2022	09/04/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,00</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,00	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,00																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
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	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SF012830W220031	09/04/2022	09/04/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			72676D22AALI	09/04/2022	09/04/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A		8021207993	08/10/2022	08/10/2023	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Professional Liability - E&O 3rd Party Crime			SF012830W220031	09/04/2022	09/04/2023	<table><tr><td>Occ/Agg</td><td>\$5,000,000</td></tr><tr><td>Occ/Agg</td><td>\$5,000,000</td></tr></table>	Occ/Agg	\$5,000,000	Occ/Agg	\$5,000,000										
Occ/Agg	\$5,000,000																				
Occ/Agg	\$5,000,000																				

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

University Medical Center is included as additional insured for general liability per written contract.

CERTIFICATE HOLDER**CANCELLATION**

University Medical Center 1800 W Charleston Blvd Las Vegas NV 89102	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  James Farber
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Detroit, Inc.		NAMED INSURED Global Force USA Inc
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

D. Cyber Liability, C-4LWN-134258-CYBER-2022, 09/04/2022 - 09/04/2023, \$5,000,000 Occurrence / \$5,000,000 Aggregate

E. Excess Cyber Liability, C-4LWN-127239-CEPSME-2021, 09/04/2022 - 09/04/2023, \$5,000,000 Occurrence / \$5,000,000, Aggregate.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 2						
Corporate/Business Entity Name:		Global Force USA				
(Include d.b.a., if applicable)						
Street Address:		8323 Southwest Freeway Suite 730		Website: www.globalforce-us.com		
City, State and Zip Code:		Houston, TX 77074		POC Name: Naz Warden		
				Email: nazw@globalforce-us.com		
Telephone No:		832-532-7401		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)		7121 W Craig Road # 113-202		www.globalforce-us.com		
City, State and Zip Code:		Las Vegas, NV 89129		Local Fax No:		
Local Telephone No:		702-406-0902		Local POC Name: Naz Warden		
				Email: proposals@globalforce-us.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)

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

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

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

 Signature Business Partner Title	Naz Warden Print Name 08/10/2022 Date
---	--

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

My Next Career Path Staffing, LLC
NAME OF COMPANY
Reneé Boyce, President and CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6871 S Eastern Ave, Suite 103 Las Vegas, NV 89119
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(844) 579-6627
(AREA CODE) AND TELEPHONE NUMBER
(702) 287-1944
(AREA CODE) AND FAX NUMBER
rboyce@mncpstaffing.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and My Next Career Path Staffing, LLC (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

My Next Career Path Staffing, LLC

Attn: René Boyce, President and CEO

6871 S Eastern Ave, Suite 103

Las Vegas, NV 89119

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

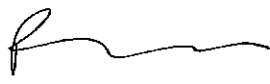
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

My Next Career Path Staffing, LLC
LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____
August 15, 2022

NAME: Renee Boyce

DATE

TITLE: President and CEO

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2022

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	Semel Risk Consultants 2055 Bayview Dr Reno, NV 89521	CONTACT NAME: Cyndi Woodall PHONE (A/C, No, Ext): (702) 655-5160 x102 FAX (A/C, No): (702) 873-4673 E-MAIL: cyndi@semelriskconsultants.com ADDRESS:
INSURED	My Next Career Path Staffing 6871 S Eastern Ave #103 Las Vegas, NV 89119	INSURER(S) AFFORDING COVERAGE INSURER A: EVEREST NATIONAL INSURANCE CO (A+) INSURER B: UNITED FINANCIAL CASUALTY CO (A+) INSURER C: Technology Insurance Company Inc (A-) INSURER D: Houston Specialty Insurance Co (A-) INSURER E: INSURER F:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		91ML002128-221	08/26/2022	08/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08224018-3	10/13/2021	10/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		91CU001609 221	08/26/2022	08/26/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3994768	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			91ML002128-221	08/26/2022	08/26/2023	\$1,000,000 Occurance
D	Cyber Liability			H22NGP210312-02	08/26/2022	08/26/2023	\$2,000,000 Agg \$1,000,000

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

Certificate holder is listed as additional insured with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

University Medical Center 1800 W Charleston Blvd Las Vegas, NV 89102	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 <i>Cyndi Woodall</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input checked="" type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		My Next Career Path Staffing, LLC				
(Include d.b.a., if applicable)						
Street Address:		6871 S Eastern Ave, Suite 103		Website: mncpstaffing.com		
City, State and Zip Code:		Las Vegas, NV 89119		POC Name: Reneé Boyce, President and CEO		
				Email: rboyce@mncpstaffing.com		
Telephone No:		(844) 579-6627		Fax No: (702) 287-1944		
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).

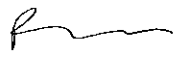
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Reneé Boyce	President and CEO	100%

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

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

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

 Signature	Reneé Boyce Print Name
President and CEO Title	August 15, 2022 Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Pamelas List, LLC
NAME OF COMPANY
Pamela Paulson, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6816 Sheffield Drive Las Vegas, NV 89108
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(702) 727-2491
(AREA CODE) AND TELEPHONE NUMBER
(702) 622-0191
(AREA CODE) AND FAX NUMBER
PLynn@PamelasList.Net
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Pamelas List, LLC (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A, Section II.F**, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL:

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

TO COMPANY:

Pamelas List, LLC

Attention: Pamela Paulson, CEO

6816 Sheffield Drive

Las Vegas, NV 89108

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

Pamela List, LLC

LEGAL BUSINESS NAME and if applicable its D/B/A

By: Pamela Paulson
NAME: Pamela Paulson
TITLE: CEO

8/15/2022

DATE

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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 Advance Insurance & Benefits NV, Inc 6030 Smoke Ranch Rd, 2nd Floor Las Vegas, NV 89108 License #: 3974	CONTACT NAME: Jeanne Radde
	PHONE (A/C, No, Ext): (702)534-1070 FAX (A/C, No): (702)534-1070
	E-MAIL ADDRESS: jeanne@advancenv.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Underwriters at Lloyd's of London
	INSURER B: CERTAIN UW AT LLOYD'S
	INSURER C: UW of Lloyd's of London/Landmark American Ins
	INSURER D: Great American Ins Co
	INSURER E: Hiscox
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00071737-814732 REVISION NUMBER: 130

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liabil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		AH300424	03/13/2022	03/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AH300424	03/13/2022	03/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		FF100119/LHZ845491	03/13/2022	03/13/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Add Excess \$ \$3M/\$5M
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Crime	Y		SAAE7839980000	10/30/2021	10/30/2022	Per Occurrence 250,000
E	Cyber	Y		MPL4956083.21	09/11/2021	09/11/2022	Per Claim/Aggregate \$3,000,000

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

Providing Medical Staff

CERTIFICATE HOLDER

CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O LEGAL DEPARTMENT
1800 W CHARLESTON BLVD
Las Vegas, NV 89102

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

(JMR)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 8						
Corporate/Business Entity Name:		Pamelas List, LLC				
(Include d.b.a., if applicable)						
Street Address:		6816 Sheffield Drive		Website: www.pamelaslist.net		
City, State and Zip Code:		Las Vegas, NV 89108		POC Name: Pamela Paulson, CEO		
				Email: PLynn@PamelasList.Net		
Telephone No:		702-727-2491		Fax No: NA		
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)
Pamela Paulson	CEO	100%

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

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

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

Pamela Paulson
Signature

Pamela Paulson
Print Name

CEO
Title

8/14/2022
Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

ProLink Healthcare, LLC
NAME OF COMPANY
Mark Arnett, Chief Financial Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4600 Montgomery Rd. Suite 300 Cincinnati, OH 45212
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(513) 698-8157
(AREA CODE) AND TELEPHONE NUMBER
(513) 489-5301
(AREA CODE) AND FAX NUMBER
marnett@prolinkstaff.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and ProLink Healthcare, LLC (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

ProLink Healthcare, LLC

Attn: Legal

4600 Montgomery Rd Suite 300

Cincinnati, OH 45212

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:


UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

ProLink Healthcare, LLC
LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____
8/15/2022

NAME: Mark Arnett

DATE

TITLE: Chief Financial Officer

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



PROLSTA-01

RRAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

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 Dayton/ AssuredPartners NL 8163 Old Yankee Street, Suite D Dayton, OH 45458	CONTACT NAME: Beth Fulkerson		
	PHONE (A/C, No, Ext): (937) 853-4217 4217	FAX (A/C, No): (937) 435-7395	
	E-MAIL ADDRESS: beth.fulkerson@assuredpartners.com		
INSURED Prolink Healthcare, LLC 4600 Montgomery Road, Suite 300 Cincinnati, OH 45212	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co		18058
	INSURER B: Wesco Insurance Company		25011
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL @ \$1M/2M w/\$1000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2440030	7/13/2022	7/13/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 OHIO STOP GAP \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2440030	7/13/2022	7/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB824319	7/13/2022	7/13/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3582685	3/20/2022	3/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Medical Professional			PHPK2440030	7/13/2022	7/13/2023	\$5,000,000 / 5,000,000

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

Umbrella Policy is excess over Professional/Medical Liability, Professional Staffing Liability (E&O), General Liability, Employee Benefits Liability, Auto Liability and Stop Gap.

Owners are excluded from Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

University Medical Center
1800 W. Charleston Blvd.
Las Vegas, NV 89102

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

Michael P. Quigley CPCU, CIC

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply) N/A						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		ProLink Healthcare, LLC				
(Include d.b.a., if applicable)						
Street Address:		4600 Montgomery Rd Ste 300		Website: prolinkstaffing.com		
City, State and Zip Code:		Cincinnati Ohio 45212		POC Name: Mark Arnett		
Telephone No:		513-489-5300		Email: contracts@prolinkstaff.com		
Nevada Local Street Address: (If different from above)		N/A		Fax No: 513-489-5301		
City, State and Zip Code:				Website:		
Local Telephone No:				Local Fax 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)

ProLink Healthcare, LLC is wholly owned by ProLink Staffing Services, LLC

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

Mark Arnett

Print Name

Chief Financial Officer

Title

Date

8-11-2022

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

R. L. KLEIN & ASSOCIATES
NAME OF COMPANY
Robert L. Klein, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
46 E. Peninsula Center, #298 Rolling Hills Estates, CA 90274
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(562) 427-5577
(AREA CODE) AND TELEPHONE NUMBER
(562) 427-1807
(AREA CODE) AND FAX NUMBER
bob@rklein.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and R.L. Klein & Associates (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

R.L. Klein & Associates

46 E Peninsula #298

RHE, CA 90274

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA


By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

R.L. Klein & Associates

LEGAL BUSINESS NAME and if applicable its D/B/A

By: 
NAME: Robert L. Klein
TITLE: CEO

August 15, 2022

DATE

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A**, Scope of Work.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



RLKLEIN-01

TCROME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2022

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 CTK North American Insurance Services, LLC / INSURICA 1240 North Lakeview Avenue, #125 Anaheim, CA 92807	CONTACT NAME:	
	PHONE (A/C, No, Ext): (714) 779-2000	FAX (A/C, No): (714) 779-4129
INSURED R.L. Klein & Associates Incorporated 46 Peninsula Center, Ste E-298 Rolling Hills Estates, CA 90274	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2345904	11/15/2021	11/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSIVE ACTS \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2345904	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK2345904	11/15/2021	11/15/2022	\$1M/\$3M DED. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER

CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O LEGAL DEPARTMENT
1800 W> CHARLESTON BLVD
LAS VEGAS, NV 89102

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
TEMPORARY STAFFING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6
Other Insurance – Primary Clarification	Clarification	6

Staffing Services Exclusions	Clarification	7
Staffing Services Definitions	Clarification	8

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or

- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.;** and

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.;** and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.**

B. Expected or Intended Injury – Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph a. Expected Or Intended Injury is deleted in its entirety and replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph b. Contractual Liability is amended by adding the following:

Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

D. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is amended to read as follows:

(2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

F. Medical Payments

- 1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

- 2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a., Item (b)** is amended to read:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities is deleted in its entirety and replaced with the following:

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

I. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

J. Who is An Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Q. Section IV – Commercial General Liability Conditions is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

R. Staffing Services Exclusions

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Actions Or Activities Of PEO Worker

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

Wrongful Acts

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is amended as follows:

1. Exclusion **k.** does not apply.
2. Exclusions **a., b., e., f., g., h., i., l., and p.** do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph 2. **Exclusions**:

Actions Or Activities Of PEO Worker

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

Professional Services Exclusion

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

Wrongful Acts

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

S. Staffing Services Definitions

1. SECTION V – DEFINITIONS, Paragraph 5. is revised to read:

"Employee" includes but is not limited to a "leased worker" and a "staffing service employee".
"Employee" does not include a "temporary worker" or a "PEO worker".

2. The following definitions are added to SECTION V – DEFINITIONS:

- a. "PEO service" means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to "PEO workers" in connection with employment of such workers.
- b. "PEO worker" means a person you lease to your client under a written "PEO service" agreement or contract.
- c. "Staffing Services" means services provided by a staffing company to their clients including but not limited to:
 - (1) Fulfillment of any of the administrative functions which would otherwise be normally fulfilled by an employer's human resource function;
 - (2) Staffing related administrative services provided by an Administrative Services Organization (ASO);
 - (3) "PEO service";
 - (4) Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
 - (5) Temporary, contingent or contract placement services;
 - (6) Vendor Management Service (VMS), means the facilitation, purchase and management of "staffing services" for clients including the placement and fulfillment of orders for "staffing service employees";
 - (7) Services performed on behalf of your client by a "staffing service employee" who is not a direct hire or permanent placement;
 - (8) Services performed for a client company to supply that client company with a "staffing service employee".
- d. "Staffing service employee" means a person who is furnished by you to your client to perform the duties to which you have agreed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input checked="" type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input checked="" type="checkbox"/> VET Veteran Owned Business	<input checked="" type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		R.L. Klein & Associates				
(Include d.b.a., if applicable)						
Street Address:		46 E Peninsula Center #298		Website: RLKLEIN.COM		
City, State and Zip Code:		RHE, CA 90274		POC Name: Robert L. Klein Email: bob@rlklein.com		
Telephone No:		562-427-5577		Fax No: 562-427-1807		
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)
Robert L. Klein	CEO	100%

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

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

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

 Signature CEO	Robert L. Klein Print Name August 15, 2022 Date
---	--

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

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13

RADIUS STAFFING SOLUTIONS, LLC

NAME OF COMPANY

Anthony Romano - Dir. of Recruitment

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

5600 DAVIE Rd. DAVIE, FL 33314

ADDRESS OF COMPANY
INCLUDING CITY, STATE AND ZIP CODE

(954) 366-2175

(AREA CODE) AND TELEPHONE NUMBER

(954) 314-8873

(AREA CODE) AND FAX NUMBER

Anthony@RadiusStaffingSolutions.com

E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Radius Staffing Solutions, LLC (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Radius Staffing Solutions

5600 Davie Rd.

Davie, FL 33314

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

RADIUS STAFFING SOLUTIONS, LLC
LEGAL BUSINESS NAME and if applicable its D/B/A

By: 

8/11/22

NAME: Anthony Romano

DATE

TITLE: Dir. of Recruitment

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A**, Scope of Work.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY P/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):																					
INSURED Radius Staffing Solutions 5600 Davie Rd Davie, FL 33314	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hiscox Insurance Company Inc	10200																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.115.554.5	02/23/2022	02/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>0</u>						
Corporate/Business Entity Name:		<u>RADIUS STAFFING SOLUTIONS, LLC</u>				
(Include d.b.a., if applicable)						
Street Address:		<u>5600 DAVIS RD.</u>		Website: <u>www.RadiusStaffingSolutions.com</u>		
City, State and Zip Code:		<u>DAVIS, FL 33314</u>		POC Name:		
Telephone No:		<u>954-366-2175</u>		Email: <u>Anthony@RadiusStaffingSolutions.com</u>		
Nevada Local Street Address: (If different from above)				Fax No: <u>954-314-5873</u>		
City, State and Zip Code:				Website:		
Local Telephone No:				Local Fax 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)

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

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

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

[Signature]
 Signature
Dir. of Permitting
 Title

Anthony Ramo
 Print Name
8/22/22
 Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Rose International, Inc.
NAME OF COMPANY
Teri Elder, Director State and Local Government
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
16305 Swingley Ridge Rd. Suite 350, Chesterfield, MO 63017
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(636) 812-4000 ext. 7016
(AREA CODE) AND TELEPHONE NUMBER
(888) 711-1050
(AREA CODE) AND FAX NUMBER
<u>Telder@roseint.com</u>
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Rose International, Inc. (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A, Section I.D** that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 Attachment A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Rose International, Inc.

4580 W. Post Road

Las Vegas, NV 89118

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates 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:

Rose International, Inc.
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Teri Elder 8/15/2022
NAME: Teri Elder DATE
TITLE: Director, State and Local Government

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



ROSIN-1

OP ID: BL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2022

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 Digital Insurance LLC formerly Huntleigh McGehee 8235 Forsyth Boulevard, #1200 Clayton, MO 63105	314-746-4700	CONTACT NAME: Becky Stallons	
		PHONE (A/C, No, Ext): 314-746-4700	FAX (A/C, No): 314-889-3700
		E-MAIL ADDRESS: becky.stallons@onedigital.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Indemnity Co. of Amer	25666
		INSURER B: Travelers Prop Cas Co of Am	25674
		INSURER C: Travelers Excess&Surplus Lines	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Rose International, Inc.
16305 Swingley Ridge, Ste. 350
Chesterfield, MO 63017

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6301L530413	08/15/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4S454318	08/15/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4S549830	08/15/2021	10/01/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4S45635A	08/15/2022	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Tech Liability			ZPL 61N43282-22 *SEE XS NOTED ON ADDLT PG	08/15/2021	10/01/2022	Occ/Agg \$ 5,000,000 SIR 100,000

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

Professional Placement Services

CERTIFICATE HOLDER

UNINV-1

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

NOTEPAD

Rose International, Inc.

ROSIN-1
OP ID: BL

PAGE 2

INSURED'S NAME

Date 09/09/2022

CYBERFIRST COVERAGE

Policy ZPL61N43282

Aggregate Limit:

\$5,000,000

CYBERFIRST COVERAGE THIRD PARTY LIABILITY INSURING AGREEMENTSProfessional & Technology Errors and Omissions Liability Each Wrongful Act
(Retro Date - 01/20/2002):

\$5,000,000 / \$100,000 Retention

Network and Information Security Liability each Wrongful Act:

\$5,000,000 / \$100,000 Retention (included)

Communications and Media Liability Each Wrongful Act:

\$5,000,000 / \$100,000 Retention(included)

CYBERFIRST COVERAGE FIRST PARTY INSURING AGREEMENTS

Security Breach Notification and Remediation Expenses:

\$5,000,000 / \$100,000 Retention

Crisis Management Service Expenses:

\$5,000,000 / \$100,000 Retention

Business Interruption and Additional Expenses:

\$5,000,000 / 8 Hour Waiting Period

Extortion Expenses:

\$5,000,000 / \$100,000 Retention

Computer Program and Electronic Data Restoration Expenses:

\$5,000,000 / \$10,000 Retention

Telecommunications Theft:

\$100,000 / \$5,000 Retention

Network Security & Privacy:

\$5,000,000 Aggregate Limit / \$100,000 Retention

Professional & Technology Liability

\$5,000,000 Aggregate Limit / \$100,000 Retention

Media Liability

\$5,000,000 Aggregate Limit / \$100,000 Retention

Errors & Omissions

\$5,000,000 Aggregate Limit / \$100,000 Retention

Excess Cyber/Tech

Allied World Surplus Lines Insurance Company

8/15/2021-10/1/2022

03130196

\$5,000,000

EMPLOYMENT PRACTICES LIABILITY

Policy BRP000000186660G

8/15/2021-10/1/2022

Underwriters at Lloyds, London

Aggregate Limit:

3,000,000

Per Claim Limit:

\$3,000,000

Client Coverage Limit:

\$1,000,000

Retention Per Claim:

\$150,000

Third Party Retention

\$150,000

Prior & Pending Dates:

8/15/2008

NOTEPADINSURED'S NAME
Rose International, Inc.ROSIN-1
OP ID: BLPAGE 3
Date 09/09/2022

Crime
Policy #82224789-Federal Insurance Company
8/15/2021-10/1/2022
Limit: \$5,000,000
SIR: \$50,000

Crime Coverage Including Third Party
Employee Theft Coverage:
\$5,000,000 Limit / \$50,000 Retention
Premises Coverage:
\$5,000,000 Limit / \$5,000 Retention
In Transit Coverage:
\$5,000,000 Limit / \$50,000 Retention
Forgery Coverage:
\$5,000,000 Limit / \$50,000 Retention
Computer Fraud Coverage:
\$5,000,000 Limit / \$50,000 Retention
Funds Transfer Fraud Coverage:
\$5,000,000 Limit / \$50,000 Retention

Crime Continued:
Money Orders & Counterfeit Currency Fraud Coverage:
\$5,000,000 Limit / \$10,000 Retention
Client Coverage:
\$5,000,000 Limit / \$50,000 Retention
Expense Coverage:
\$250,000 Limit / \$0 Retention
Social Engineering Fraud Coverage Endorsement:
\$100,000 Limit / \$50,000 Retention

Medical Professional Primary
Landmark American Insurance Company
LHM790861
8/15/2021 - 10/1/2022
Each Claim: \$3,000,000; Aggregate: \$3,000,000

Excess Medical Professional
Endurance American Specialty Insurance Company
HLC10015230600
8/15/2021-10/1/2022
\$2,000,000 Each Loss; \$2,000,000 Aggregate

Legal Professional Liability
Allianz Underwriters Insurance Company
U5F00059021
8/15/2021-10/1/2022
Each Claim: \$3,000,000
Aggregate Limit: \$3,000,000



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 35						
Corporate/Business Entity Name: Rose International, Inc.						
(Include d.b.a., if applicable)						
Street Address:		16305 Swingley Ridge Rd. Suite 350		Website: www.roseint.com		
City, State and Zip Code:		Chesterfield, MO 63017		POC Name: Marcos Olayo, CEA Email: sales@roseint.com		
Telephone No:		(636) 812-4000, ext. 5215		Fax No: 888-711-1050		
Nevada Local Street Address: (If different from above)		4580 West Post Road		Website: www.roseint.com		
City, State and Zip Code:		Las Vegas, NV 89118		Local Fax No: 888-711-1050		
Local Telephone No:		(636) 812-4000, ext. 5215		Local POC Name: Marcos Olayo, CEA Email: sales@roseint.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)
Himanshu Bhatia	Founder/Chairwomen	86%
Eric Token	Chief Revenue Officer	5.5%

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

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

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

Larry Crane
Signature

Larry Crane
Print Name

Chief Financial Officer
Title

August 15, 2022
Date

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
Himanshu Bhatia (Founder/Chairwomen)	N/A	N/A	N/A
Gulab Bhatia (President)	N/A	N/A	N/A
Eric Token (Chief Revenue Officer)	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**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

ShoreWise Consulting LLC
NAME OF COMPANY
Greg Bhatia, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
745 Barclay Cir, Unit 310,Rochester, MI 48307
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(248) 308 5074
(AREA CODE) AND TELEPHONE NUMBER
()
(AREA CODE) AND FAX NUMBER
presales@shorewise.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and ShoreWise Consulting LLC (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to Attachment A, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

ShoreWise Consulting LLC

745 Barclay Cir, Unit 310, Rochester, MI 48307

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

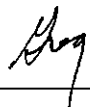
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

ShoreWise Consulting LLC
LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____
NAME: Greg Bhatia
TITLE: President

8-15-2022

DATE

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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 Bunker Protect Inc ("Bunker") 202 State Street Suite 300 Madison WI 53703		CONTACT NAME: Bunker Support PHONE (A/C No. Ext.): 877-968-9108 E-MAIL ADDRESS: support@buildbunker.com FAX (A/C No.):
INSURED SHOREWISE CONSULTING LLC 745 BARCLAY CIR ROCHESTER HILLS MI 48307-5810		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: HARTFORD INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	83 SBM AM6BFH	08/18/2022	08/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83 SBM AM6BFH	08/18/2022	08/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	83 SBM AM6BFH	08/18/2022	08/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	83WBCAM9Z9U	08/18/2022	08/18/2023	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability/Cyber	Y		83 SBM AM6BFH	08/18/2022	08/18/2023	Each claim \$5,000,000 Aggregate \$5,000,000

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

Hartford Crime Sheld-8/18/2022-8/18/2023 3rd Party Crime: \$5,000,000

University Medical Center of Southern Nevada is listed as an additional insured

CERTIFICATE HOLDER**CANCELLATION**

University Medical Center of Southern Nevada c/o Legal Department 1800 W. Charleston Blvd. Las Vegas NV 89102	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 <i>Stephanie Slaby</i>
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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		ShoreWise Consulting LLC				
(Include d.b.a., if applicable)						
Street Address:		745 Barclay Cir, Unit 310		Website: www.shorewiseconsulting.com		
City, State and Zip Code:		Rochester, MI 48307		POC Name: Elvis Christopher		
				Email: echristopher@shorewise.com		
Telephone No:		+1 248 308 5074		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)

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

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

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


 Signature
 President
 Title

Greg Bhatia
 Print Name
 8-15-2022
 Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

Sigma Systems, Inc.
NAME OF COMPANY
Nate Fischer, Director of Business Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
293 Boston Post Rd W, Suite 301, Marlborough, MA 01752
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(508) 925-3200
(AREA CODE) AND TELEPHONE NUMBER
(508) 449-9339
(AREA CODE) AND FAX NUMBER
nfischer@sigmainc.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and Sigma Systems, inc. _____ (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

Sigma Systems, Inc.

Attn: Legal

293 Boston Post Rd. W, Suite 301

Marlborough, MA 01752

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

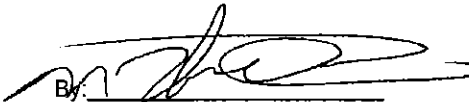
HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____ DATE _____
MASON VAN HOUWELING
Chief Executive Officer

COMPANY:

Sigma Systems, Inc.
LEGAL BUSINESS NAME and if applicable its D/B/A

By:  _____ DATE 08/15/2022
NAME: Nate Fischer DATE
TITLE: Director of Business Operations

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY P/Educator
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2022

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 D. Francis Murphy Insurance Agency, Inc. 50 Main Street Hudson MA 01749	CONTACT NAME:		
	PHONE (A/C, No, Ext): 978-568-8711	FAX (A/C, No): 978-567-6436	
INSURED Sigma Inc dba Sigma Systems Inc. 293 Boston Post Rd W Ste 301 Marlborough MA 01752	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Co.		20508
	INSURER B : Continental Insurance Co.		
	INSURER C : Continental Casualty Co.		
	INSURER D :		
INSURER E :			
INSURER F :			

License#: 471
SIGMINC-01**COVERAGES****CERTIFICATE NUMBER:** 1544043872**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6017038141	3/22/2022	3/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6017038155	3/22/2022	3/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6017038124	3/22/2022	3/22/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017038799	3/22/2022	3/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Tech E&O Liability Fidelity Third Party			6017038141 596557361	3/22/2022 3/22/2022	3/22/2023 3/22/2023	Limit Per Loss 5,000,000 5,000,000

CERTIFICATE HOLDER**CANCELLATION**University Medical Center
1800 W. Charleston Blvd.
Las Vegas, NV 89102

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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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Sigma Systems, Inc.				
(Include d.b.a., if applicable)						
Street Address:		293 Boston Post Rd W Suite 301		Website: https://www.sigmainc.com		
City, State and Zip Code:		Marlborough, MA 01752		POC Name: Nate Fischer		
				Email: nfischer@sigmainc.com		
Telephone No:		508-925-3233		Fax No: 508-449-9339		
Nevada Local Street Address:				Website:		
(If different from above)						
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)
Shama Nannapaneni	President	51%
Mohan Nannapaneni	Executive Vice President	49%

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

Nate Fischer
Print Name

Director of Business Operations
Title

8/15/2022
Date

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES
SOQ NO. 2022-13**

TactiQor Consulting
NAME OF COMPANY
Samad Ahmed Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
10409 Pacific Palisades Ave Las Vegas, NV 89144
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(725) 222-8978
(AREA CODE) AND TELEPHONE NUMBER
(800) 948-0601
(AREA CODE) AND FAX NUMBER
samad@tactiqorconsulting.com
E-MAIL ADDRESS

AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28th day of September, 2022 ("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"), and TactiQor Consulting (hereinafter referred to as "COMPANY"), for staffing placement 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

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("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 this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
 1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1st) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment 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.
6. 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 **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 H.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 H.1 above.

I. 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 **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- 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 obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) 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 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.
- E. 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:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. 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.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
 - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
 - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
 - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- 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 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, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. 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 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; 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, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
 - 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
 - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
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 **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

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

TO COMPANY:

TactiQor Consulting

Attn: Samad Ahmed

10409 Pacific Palisades Ave.

Las Vegas, NV 89144

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.

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 with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

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, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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 Agreement and be cause for suspension and/or termination of this Agreement.

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 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.

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. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. 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.

Q. 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.

R. 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).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

TactiQor Consulting
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Samad 8/12/22
NAME: Samad Ahmed
TITLE: Director

DATE

**ATTACHMENT A
PROFESSIONAL PLACEMENT SERVICES
SCOPE OF WORK**

I. SERVICES

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

II. ADDITIONAL RESPONSIBILITIES OF COMPANY

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY P/Educator
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

ATTACHMENT B 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 insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Attachment, 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 Attachment, 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 in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, 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.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2022

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 StateFarm 	ROBERT W. BILLS INSURANCE AGENCY, INC. 111 CORPORATE DR. STE. 190 LADERA RANCH, CA 92694	CONTACT NAME: ROB BILLS PHONE (A/C, No, Ext): (949)837-9777 E-MAIL ADDRESS: rob.bills.j5an@statefarm.com	FAX (A/C, No): (949)837-0734	
INSURED TACTIQOR CONSULTING 10409 PACIFIC PALISADES AVE. LAS VEGAS, NV 89144-1221		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : State Farm General Insurance Company		25151
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		98-CF-A803-O	09/08/2022	09/08/2023	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
<input type="checkbox"/>							MED EXP (Any one person) \$ 5,000
<input type="checkbox"/>							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/>	OTHER:						\$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	X		98-CF-A803-O	09/08/2022	09/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
<input type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIAB						AGGREGATE \$
<input type="checkbox"/>	DED						\$
<input type="checkbox"/>	RETENTION \$						\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE OTH-ER \$
<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/>						E.L. EACH ACCIDENT \$
<input type="checkbox"/>	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
<input type="checkbox"/>							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED.

ADDITIONAL INSURED ENDORSEMENT HAS BEEN ORDERED FROM STATE FARM AND WILL BE PROVIDED ONCE PROCESSED.

CERTIFICATE HOLDER**CANCELLATION**

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

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

Rob Bills

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2022

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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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):	
INSURED Tactiqor Consulting 10409 Pacific Palisades Ave Las Vegas, NV 89144	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.886.486.1	09/08/2022	09/08/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER

University Medical Center of Southern Nevada C/O Legal Department
1800 W Charleston BLVD Las Vegas NV 89102
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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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input checked="" type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		TactiQor Consulting				
(Include d.b.a., if applicable)						
Street Address:		10409 Pacific Palisades Ave.		Website: www.tactiqorconsulting.com		
City, State and Zip Code:		Las Vegas, NV 89144		POC Name: Samad Ahmed		
				Email: Samad@tactiqorconsulting.com		
Telephone No:		(725) 222-8978		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
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)
Asfandiyar Bashir	Director	49%
Saima Qasim	President	51%

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.

Samad
Signature

Samad Ahmed
Print Name

Director
Title

8/12/22
Date

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Agreements for Managed Services Support and Strategic Project Support with Tegria Services Group – US, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Agreement for Managed Services Support and the Agreement for Strategic Project Support with Tegria Services Group - US, Inc.; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Managed Services and Strategic Project Support	
Bid/RFP/CBE: NRS 332.115(1) (b) Professional Services	
Term: 1/1/2023 to 12/31/2027	
Amount: Managed Services Support: NTE \$24,250,000; Strategic Project Support: NTE \$7,500,000	
Out Clause: 15 days w/o cause	

BACKGROUND:

This request is for UMC to enter into new Agreements for Managed Services Support (“MS Agreement”) and Strategic Project Support (“SPS Agreement”) with Tegria Services Group – US, Inc. The services under both agreements will be performed by a team of EPIC-certified experts, all of whom possess experience with Epic revenue cycle denials, coding, and quality optimization in the healthcare field.

Under the MS Agreement, TSG will provide UMC with up to 1800 hours per month of Epic Application Support and up to 335 hours per month of Analytics Support, Monday through Friday during business hours, excluding holidays. The total not to exceed compensation is \$24,250,000 for services, travel and expenses for the period January 1, 2023 through December 31, 2027. UMC may terminate for convenience with 15 days’ notice.

Under the SPS Agreement, TSG will provide UMC with deliverables-based project work that involves integrated operational groups. UMC will work up to 60 sprints for project services at a cost of \$125,000 per sprint. The total not to exceed compensation is \$7,500,000 for services, travel and expenses for the period from January 1, 2023 through December 31, 2027. UMC may terminate for convenience with 15 days’ written notice.

Cleared for Agenda
September 21, 2022

Agenda Item #

10

UMC's Chief Financial Officer and Chief Information Officer have reviewed the MS Agreement and the SPS Agreement and recommend approval of both.

The Agreements have been approved as to form by UMC's Office of General Counsel.

Tegria Services Group currently has a vendor license with Clark County Business Registration

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR MANAGED SERVICES SUPPORT

TEGRIA SERVICES GROUP – US, INC
NAME OF FIRM
Brie Quigley Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1255 Fourier Drive, Suite 101 Madison, WI 53717
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
970-413-4754
(AREA CODE) AND TELEPHONE NUMBER
Brie.quigley@tegria.com
E-MAIL ADDRESS

AGREEMENT FOR MANAGED SERVICES SUPPORT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Tegria Services Group. (hereinafter referred to as "COMPANY"), for MANAGED SERVICES SUPPORT (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$24,250,000.00 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

HOSPITAL agrees to retain COMPANY for the period from Effective Date through December 31, 2027 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$24,250,000.00. It is expressly understood that the entire Scope of Work defined in **Appendix A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Appendix A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Appendix A**, Scope of Work or **Appendix B** Managed Services Compensation will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. 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 **Appendix A**, Scope of Work.

7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Appendix A**, **Appendix B** and **Exhibit 1** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in these attachments, the terms of this Agreement shall prevail.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, 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. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

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 obtain written approval by 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 has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Maria Sexton, Chief Information Officer, email address maria.sexton@umcsn.com, telephone number (702) 671-6579 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. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination 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 H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party (a "Force Majeure" event). 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 2** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit 2** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, 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 – Contracts Division
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: Tegria Services Group – US, Inc.
Attn: Contracting Department
1255 Fourier Dr., Ste 101
Madison, WI 53717
tsg-contracting@tegria.com

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. 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 Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

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

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance

of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. 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 4**.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY 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.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. 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.

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit 3**. The information provided in **Exhibit 3** by COMPANY is for the HOSPITAL's information only.

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. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport

- Mileage
- Travel time

Travel expenses shall not exceed \$ 0.00 without prior written approval from HOSPITAL.

X. 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.

Y. Other Agreements

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof and they shall have no further force and effect. The execution of this Agreement shall also be deemed to constitute the termination as of the Effective Date of the current agreement(s) between Hospital and Company, as set forth below. The parties hereby waive any notice provisions, conditions to termination, or matters otherwise required to terminate such prior agreements.

- a. Agreement for Application and Strategic Project Support dated December 15th, 2021.

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

_____ DATE

COMPANY:

TEGRIA SERVICES GROUP

By: _____
Brian Cahill
Senior Vice President

_____ DATE

APPENDIX A MANAGED SERVICES SUPPORT SCOPE OF WORK

This Appendix A sets forth the Managed Services to be performed in accordance with the Agreement.

1. **Managed Services.** Contractor shall provide the following Support Services for Customer. Contractor shall provide these services remotely.
 - 1.1 **IT Support Services.** Contractor shall provide IT Support to Customer for defined services in Exhibit 1. Contractor shall provide:
 - a) IT Support, which includes:
 - (i) Monthly executive summary
 - (ii) Weekly or bi-weekly progress reports
 - (iii) Weekly meetings between Customer leadership to support and maintain ongoing communication, transparency and facilities timely issue remediation
 - (iv) Customer will provide Contractor with quarterly market rate table for all applications that are not supported under the Epic Application Support or Analytics Support categories
 - 1.2 **Exclusions.** The following are exclusions from Scope of Managed Services:
 - a) Contractor resources and pricing are based on Customer's current infrastructure and requirements at the time of this writing. In the event that Customer requirements change substantially as identified by Contractor, Contractor will continue to support the needs established prior to the occurrence of such events and additional volume created by such events will not be in scope of this Project Service Order. The following list of events are excluded from scope of Managed Services, but are not limited to:
 - i. Redesigning of core workflows
 - ii. New integrations
 - iii. New implementations
 - b) In the event that Customer requests Contractor to provide Managed Services as outlined in 1.2.a), Contractor will provide Customer an amendment to this Project Service Order to define additional and agreed upon terms.
2. **Contractor Support Hours.** Contractor will provide Managed Services Monday through Friday from 8:00am to 5:00pm PST excluding the holidays below.
3. **Holidays.** Contractor will not provide services on holidays recognized by Customer as listed below unless expressly requested to do so and with the understanding Contractor may not have resources available due to observance of the holiday or lack of adequate notice.. For holidays that occur on a weekend, Customer will inform Contractor of the observed holiday in advance.
 - a) New Year's Day
 - b) MLK, Jr. Day
 - c) Presidents' Day
 - d) Memorial Day
 - e) Juneteenth Day
 - f) Independence Day
 - g) Labor Day
 - h) Nevada Day
 - i) Veterans Day
 - j) Thanksgiving Day
 - k) Family Day (day after Thanksgiving)
 - l) Christmas Day
4. **Team Changes.** Contractor will be given two (2) weeks from notification by Customer to resolve any performance issues unless the Parties agree to a different timeline. If the performance issues are not addressed within the two-week period, Contractor will replace the Managed Services team member. Contractor shall not have any duty to remove a Managed Services team member in a manner inconsistent with applicable law.

5. **Customer Responsibilities.** In order to effectively perform the work described in this Project Services Order, Customer agrees to partner with Contractor as a team to implement the objectives and activities based on mutually agreed upon project approach and timeline and the following items:
- a. Runbook. Customer will collaborate with Contractor to develop and maintain the Runbook throughout the duration of Managed Services, which documents scope, resolution workflows, escalation paths, and related processes that govern service delivery and will be located in a shared location identified by Customer. In the event that changes to the Runbook creates incremental volume beyond the contracted MHV, overages shall apply as outlined in Schedule B, Section 3.
 - b. Access and Security Requirements. Customer is responsible for providing Contractor with uninterrupted remote access to Customer's Epic environments and related systems as well as the full Microsoft Suite of products commensurate for Contractor to perform its obligations under this Project Services Order. Full access includes, but is not limited to:
 - i. Remote access, active directory, ITSM platform, Customer email system, Epic security, specific Epic applications, adequate licensing for Microsoft products, Customer's screen sharing tool and any shared file drive applications.
 - ii. Customer acknowledges that Managed Services under this Project Services Order cannot commence until Customer fulfills its obligations under this Section 4. Customer acknowledges that Contractor's failure to meet its obligations under this Project Services Order shall not constitute a breach under the Agreement if Customer fails to meet its obligations under this Section 4 or Section 5.
 - c. Knowledge Articles. On an ongoing basis during the Term of this Project Services Order, Customer shall provide Contractor with information about Customer's operating environment, policies, procedures and such other information and materials (including training materials) that Customer deems necessary to provide Contractor with the information necessary to perform the Managed Services ("Knowledge Articles").
 - d. Known Problems. From time to time during the Term of this Project Services Order, problems may arise within the Epic System or components within the Information Technology ("IT") infrastructure. When Customer becomes aware of any such problem (each, a "Known Problem"), Customer shall inform Contractor of the Known Problem in a timely manner.
 - e. Notification of Unscheduled Maintenance, or Emergency Changes. Customer shall notify Contractor as soon as reasonably practicable of any unscheduled maintenance, or emergency changes.
 - f. Team Changes. In the event Customer would like to remove one of Contractor's Managed Services team members, Customer will discuss specific performance issues with the assigned Client Engagement Manager. Contractor obligations are outlined in Section 4 above.
 - a) In the event Contractor needs to backfill support for an existing analyst or assign additional analysts to Managed Services team, Customer will provide Contractor all access to necessary personnel, background information, and documentation within fifteen (15) business days of start date to allow Contractor analyst(s) to perform the duties herein.
 - g. Epic Sponsorship. Customer agrees to sponsor relevant Managed Services team member for Epic training as appropriate for services related to this Project Services Order. If a Project Service team member attends a training sponsored by Customer, such training will be approved in advance by Customer and paid for by Contractor. Contractor will use commercial reasonable efforts to have approved Project Service team members complete any training certifications within ninety (90) days of course completion.
6. **Planned Events.** The term "Planned Event" refers to planned outages, implementation and roll-out of new modules), addition of modules that are new to a particular location (excluding Customer departments) and bringing new locations on-line with the Epic System.
- 6.1 Notification of Planned Event.
 - a) Each party shall provide the other with at least thirty (30) days advance written notice of any Planned Events that may impact the Managed Services. Planned Events shall be scheduled after hours and during low volume periods such as weekends.
 - b) Any Planned Events that are outside of the scope of the Managed Services must be presented in the form of a written change order and shall be implemented by Contractor only upon its signed written agreement. Any such Planned Events may require price adjustments, revisions or additions to the Service Measures, and such other terms and conditions as agreed to between Contractor and Customer. The failure of Customer and Contractor to reach mutual agreement regarding the terms of any Planned Event shall not be considered a breach or otherwise affect the terms and conditions of this Schedule C.

6.2 Planned Event Communications.

- a) Customer shall also be responsible for communicating with Contractor regarding the Planned Event. Customer must provide Contractor with any Knowledge Articles relevant to a Planned Event in a timely manner so as to reasonably permit Contractor to train its personnel and take such other steps necessary such as creation of Knowledge Database materials in anticipation of the Planned Event. At least thirty (30) days prior to the event is the preferred scheduled to receive documentation.

APPENDIX B MANAGED SERVICES COMPENSATION

This Appendix B sets forth the Managed Services compensation and Project Reimbursements payable by Customer to Contractor for the services described in Appendix A and Exhibit 1 as well as the methods for calculating the amounts payable to Contractor for performing the Managed Services and fulfilling its obligations under the Agreement (collectively, the “Permitted Charges”).

1. **Managed Services Monthly Fee (“Service Fee”).** Contractor’s fee for providing Managed Services to Customer (“Service Fee”) shall begin at the start of the Services Period and shall continue for the duration of the Initial Term and Renewal Terms (as applicable) as set forth in Table 1 below. In consideration of the provision of Managed Services pursuant to this Project Services Order, and upon receipt of an invoice from Contractor, Customer will pay the monthly Service Fee as described in Table 1 below:

Table 1:

Application	Monthly Hour Volume	Monthly Cost	Overage Cost
Epic Application Support	Up to 1800 Hours	\$180,000.00	\$113.00/hour
Analytics Support	Up to 335 Hours	\$42,892.00	\$128.00/hour
Idle Time*	As Needed	As Needed	Not Applicable

*Idle time will be charged at a rate of \$113.00 per hour. Idle Time is defined as a period of time that a resource is available, but not performing Services.

2. **Overage.** If Customer requests that Contractor resolve IT Support in excess of the established Monthly Hourly Volume (“MHV”) for a single month and Contractor agrees to do so, Contractor will invoice Customer as outlined in Table 1 over the MHV. If Customer requests Contractor to handle IT Support in excess of the established MHV for more than three (3) months in a twelve (12) month period as set forth in Schedule C, Contractor will initiate a change order for Changes to Scope of Managed Services. If Customer does not agree or otherwise execute the change order for additional volume, Contractor will not be obligated to provide additional Managed Services other than the then current MHV or deemed in breach of its obligations under this Project Services Order. IT Support in excess of the current MHV will be excluded from Service Measures as defined in Exhibit 1.
3. **Travel Expenses.** The Permitted Charges outlined above includes up to twelve (12) individual trips annually and up to sixty (60) individual trips over the duration of the contract. If travel is requested by the Customer, all travel and expenses shall be mutually agreed upon between the Parties. Travel beyond the annual trip allocation will result in Contractor invoicing the Customer separately in accordance with Customer’s travel and reimbursement policy in effect on the date this Project Services Order is submitted by Customer and Customer agrees to reimburse Contractor.
4. **Invoicing and Payment.** Monthly pricing for the Service Fee goes into effect upon the commencement of the Services Period. For period durations and extensions that do not last an entire calendar month, Contractor will prorate the billable amount to the corresponding number of business days and submit an invoice to Customer for the prorated Service Fees. Contractor shall submit invoices to Customer by the fifteenth (15th) day of each month for Services performed during the previous month. Customer shall pay invoices in accordance with the terms set forth in Section 2 of the Agreement. Total compensation of IT Support Services not to exceed \$24,250,000.00 (“Total Do Not Exceed Amount”) for the duration of this Agreement, (annual estimated amount \$4,850,000.00 for each January to December duration).
5. **Service Fee Increase.** The Service Fee rates set forth above shall remain in effect for the Initial Term of this Project Services Order. Thereafter, the Service Fee may increase at the commencement of each Renewal Term. The amount of this increase shall be the lesser of: (a) three percent (3%); or (b) the percentage increase in the ECI (as defined below) during the last

twelve (12) consecutive months.

As used in this Project Services Order, "ECI" means the Employment Cost Index, Wages and Salaries for Private Industry Workers: Office and Administrative Support, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. To become effective, Contractor must inform Customer, in writing, of any increase in the Service Fee at one hundred and twenty (120) days prior to the commencement of the applicable Renewal Term.

EXHIBIT 1
MANAGED SERVICES SERVICE MEASURES

This Exhibit 1 sets forth the general methodology that will be used to measure and assess the degree to which Contractor's performance of the Managed Services is meeting the requirements of this Project Services Order, including the quantitative Service Measures agreed by the parties and set forth below. Contractor shall begin monitoring these Service Measures following the expiration of the Implementation Period.

1. **Service Measure Methodology Support Services.** Each aspect of Contractor's performance that will be measured and reported by Contractor (each, a "Service Measure") is set forth below:

For purposes under this Project Services Order, Contractor will provide support for Epic Application Support and Analytics Support (collectively referred to herein as "IT Support").

- 1.1 **IT Support Resolved Per Calendar Month:** Contractor will resolve all assigned IT Support up to the Monthly Hourly Volume ("MHV") per application provided in Table 2 below.

Table 2

Applications	Monthly Hourly Volume ("MHV")
Epic Application Support	Up to 1800 Hours
Analytics Support	Up to 335 Hours

- 1.2 **Exclusions to Service Measures.** The following types of IT Support ("Exclusions") will be excluded from the Service Measures:
- Any IT Support in excess of the MHV as defined in Schedule B Section 3 for a particular application; and
 - IT Support that are not in the scope of Contractor's Managed Services, or that the Contractor does not have the access/ability to resolve; and
 - IT Support that are related to a Major Incident (as defined in Section 3.2 below); and
 - IT Support during mutually agreed upon exclusion periods such as go-lives, major upgrades, and certain Planned Events (as defined in Schedule C, Section 5) even when Contractor is notified; and
 - IT Support that require Epic or other third-party involvement; and
 - IT Support created after hours or during Contractor holidays, as specified in Schedule C; and
 - IT Support that experience a delay in response to Contractor executing the requested change (e.g., data courier delays, waiting for response from requester or change approval lag).

2. **Excused Failures. Breach by Contractor.** Contractor's failure to meet a Service Measure metric shall not constitute a breach under the Agreement if: (a) the failure is excused pursuant to the Force Majeure provisions of the Agreement; (b) the failure occurs during a month designated as excluded by mutual agreement of the parties (e.g., due to system upgrades or the launch of new applications that may materially impact Ticket volumes); or (c) the failure is directly attributable to Customer's failure to perform (or cause to be performed) or improper performance of Customer's express responsibilities under this Project Services Order.

- 2.1 **Major Incidents:** Regardless of incident priority assigned by Customer, a major incident is defined as an event which has significant impact or urgency for Customer, and which demands a response beyond the routine incident management process. All metrics will be excused in the event of a Major Incident.

EXHIBIT 2
MANAGED SERVICES SUPPORT
INSURANCE REQUIREMENTS

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement 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 the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice 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: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: MANAGED SERVICES SUPPORT (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

3. COMPANY'S
BEST KEY
RATING

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

MANAGED SERVICES SUPPORT**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: MANAGED SERVICES SUPPORT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as MANAGED SERVICES SUPPORT;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT 3
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 4

Business Associate Agreement

This Agreement is made effective the _____ of _____, 2022, 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 _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 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, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Mason Van Houweling

Title: _____

Title: CEO

Date: _____

Date: _____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR STRATEGIC PROJECT SUPPORT

TEGRIA SERVICES GROUP – US, INC
NAME OF FIRM
Brie Quigley Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1255 Fourier Drive, Suite 101 Madison, WI 53717
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
970-413-4754
(AREA CODE) AND TELEPHONE NUMBER
Brie.quigley@tegria.com
E-MAIL ADDRESS

AGREEMENT FOR MANAGED SERVICES SUPPORT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Tegria Services Group – US. Inc. (hereinafter referred to as "COMPANY"), for MANAGED SERVICES SUPPORT (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$7,500,000 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

HOSPITAL agrees to retain COMPANY for the period from January 1, 2023 through December 31, 2027 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$7,500,000. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) 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 this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. 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.

7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, 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. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

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 obtain written approval by 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 has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Maria Sexton, Chief Information Officer, email address maria.sexton@umcsn.com, telephone number (702) 671-6579 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. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for 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. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination 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 H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and 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. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, 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: Tegria Services Group – US, Inc.
Attn: Contracting Department
1255 Fourier Dr., Ste 101
Madison, WI 53717
tsg-contracting@tegria.com

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. 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 Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

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

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance

of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY 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.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. 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.

U. Subcontractor Information

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

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. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport

- Mileage
- Travel time

Travel expenses shall not exceed \$ 0.00 without prior written approval from HOSPITAL.

X. 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.

Y. Other Agreements

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof and they shall have no further force and effect. The execution of this Agreement shall also be deemed to constitute the termination as of the Effective Date of the current agreement(s) between Hospital and Company, as set forth below. The parties hereby waive any notice provisions, conditions to termination, or matters otherwise required to terminate such prior agreements.

- a. Agreement for Application and Strategic Project Support dated December 15th, 2021.

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
 MASON VAN HOUWELING DATE
 Chief Executive Officer

COMPANY:

TEGRIA SERVICES GROUP – US, INC.

By: _____
 Brian Cahill DATE
 Senior Vice President

EXHIBIT A
MANAGED SERVICES SUPPORT
SCOPE OF WORK

Strategic Project Support

PROJECT SERVICES OVERVIEW

This Schedule A sets forth the overview of Project Services Support, aka “Sprints”, terms in accordance with the Agreement.

1. Project Description

Contractor will partner with Customer to provide Strategic Project Support to Customer. Project support may include:

- a) Deliverables-based project work that involves integrated groups (i.e. Hospital operations)
- b) Contractor to provide to Customer:
 - (i) Monthly executive summary
 - (ii) Weekly or bi-weekly progress reports
 - (iii) A project charter service detailing, per individual project:
 - In-scope, out-of-scope items
 - Key milestones
 - Project-level deliverables
 - (iv) Presentations and additional materials to successfully kick-off and wrap-up individual projects
 - (v) Transition documents, as appropriate, for long term maintenance and support of each strategic initiative.
- c) Multiple Sprints that can be applied to a larger strategic initiative, as approved by Contractor.
- d) The Parties will agree to attend regular check-ins to evaluate Customer’s strategic needs, overall Contractor progress, and status updates on current Sprint allocations

2. Duration of Services will be January 1, 2023 through December 31, 2027.

Services outlined above do not include on-call hours. On-call hours will only be accepted when specific on-call responsibilities and rate are mutually agreed upon in advance by Contractor and Customer.

Any change to the Project Services desired by Customer needs to be approved in advance by the Contractor and Customer. Any approved change to the Project Services will be outlined in an amendment to this Project Service Order that may also include a change in the duration and/or compensation of the Project Service Order. Customer understands that a rejection of any proposed change in the Project Services by Contractor does not automatically terminate this Project Service Order.

3 Holidays. Contractor will not provide services on holidays recognized by Customer as listed below unless expressly requested to do so and with the understanding Contractor may not have resources available due to observance of the holiday or lack of adequate notice.. For holidays that occur on a weekend, Customer will inform Contractor of the observed holiday in advance.

- a) New Year’s Day
- b) MLK, Jr. Day
- c) Presidents’ Day
- d) Memorial Day
- e) Juneteenth Day
- f) Independence Day
- g) Labor Day
- h) Nevada Day
- i) Veterans Day
- j) Thanksgiving Day
- k) Family Day (day after Thanksgiving)
- l) Christmas Day

TEGRIA SERVICES GROUP – US, INC.

PROJECT SERVICE ORDER

Strategic Project Support

COMPENSATION

This Schedule B sets forth the Project Services compensation and Project Reimbursements payable by Customer to Contractor in accordance with the terms set forth in the Agreement:

Project Services Compensation. Contractor to provide listed Project Services for a fixed price of up to \$7,500,000.00. In consideration of the provision of Project Services pursuant to this Project Service Order, and upon receipt of an invoice from Contractor, Customer will pay Contractor the amounts as outlined in Table 1 below for Project Services rendered.

Table 1:

Application	Total Number of Sprints for Project Services	Per Sprint
Strategic Project Support	Up to 60	\$125,000.00

1. Travel Expenses. Travel is not anticipated throughout the Project Services Order, however, if travel is requested by Customer all travel and expenses shall be mutually agreed upon between the Parties and Contractor will invoice in accordance with Customer’s travel and reimbursement policy in effect on the date this Project Services Order is submitted by Customer.
2. Invoicing and Payment. For period durations and extensions that do not last an entire calendar month, Contractor will prorate the billable amount to the corresponding number of business days and submit an invoice to Customer for the prorated Service Fees. Contractor shall submit invoices to Customer by the fifteenth (15th) day of each month for Services performed during the previous month. Customer shall pay invoices in accordance with the terms set forth in Section 2 of the Agreement. Total compensation of Strategic Project Support Services will be up to \$7,500,000.00 for the duration of this Agreement.

EXHIBIT B
MANAGED SERVICES SUPPORT
INSURANCE REQUIREMENTS

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement 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 the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice 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: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: MANAGED SERVICES SUPPORT (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**3. COMPANY'S
BEST KEY
RATING**

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

MANAGED SERVICES SUPPORT**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: MANAGED SERVICES SUPPORT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as MANAGED SERVICES SUPPORT;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

Business Associate Agreement

This Agreement is made effective the _____ of _____, 2022, 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 _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 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, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Mason Van Houweling

Title: _____

Title: CEO

Date: _____

Date: _____

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Tegria Services Group - US, Inc.						
(Include d.b.a., if applicable)						
Street Address:		1255 Fourier Drive, Suite 101		Website: www.tegria.com		
City, State and Zip Code:		Madison, WI 53717		POC Name: Brie Quigley Email: bquigley@bluetreenetwork.com		
Telephone No:		608-729-7355		Fax No: (608) 237-2450		
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).

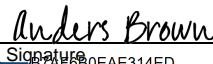
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Providence Health & Services		100%

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

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

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

DocuSigned by:  Signature B7AF6B0EAE314ED...	Anders Brown Print Name 12/3/2021 Date
Managing Director	
Title	

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 AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	First Amendment to Agreement for Ambulatory Care Janitorial Services with SMS Healthcare, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the First Amendment to Agreement with SMS Healthcare, Inc. for Ambulatory Care Janitorial Services; authorize the Chief Executive Officer to exercise any extension/renewal options; 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: Janitorial services for Ambulatory Clinics	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: Original: 4/6/2020 to 4/5/2023 with two 1-year options; First Amendment: through 4/5/2024	
Amount: \$782,536.96 in additional funding for a new cumulative NTE 5,282,536.96	
Out Clause: 30 days w/o cause	

BACKGROUND:

This request is for approval of the First Amendment with SMS Healthcare, Inc. to execute the first one (1) year extension option, update the Statement of Work, and add additional funds to provide ongoing and routine janitorial services at UMC's ambulatory facilities. The agreement term will be extended from April 6, 2023 through April 5, 2024 unless terminated with a 30-day written notice. Staff requests \$782,536.96 in additional funding to align with the updated Statement of Work. Staff also requests authorization for the Chief Executive Officer to exercise the remaining renewal options if deemed beneficial to UMC.

UMC's Director of Environmental Services has reviewed and recommended approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

SMS Healthcare has a Clark County business license.

Cleared for Agenda
September 21, 2022

Agenda Item #

11

FIRST AMENDMENT TO THE AGREEMENT FOR AMBULATORY CARE JANITORIAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Ambulatory Care Janitorial Services Project, is effective as of August 1, 2022 ("First Amendment Effective Date"), and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("HOSPITAL"), and **SMS Healthcare Inc.**, having its principal place of business at 7135 Charlotte Pike Suite 100, Nashville, TN 37209 ("COMPANY").

WHEREAS, HOSPITAL and COMPANY have agreed to that certain Agreement for Ambulatory Care Janitorial Services Project (the "Agreement"); and

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this First Amendment.

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

1. **Exhibit A. Scope of Work** section titled "*Total Work Time*" is hereby deleted and replaced with updated "*Total Work Time*" attached.
2. **Section II COMPENSATION AND TERMS OF PAYMENT (A) part 1:** The original language is deleted and replaced with the following: "*HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the fixed not-to-exceed fee of \$5,282,536.96*".
3. **Formally Exercise Option Year One:** HOSPITAL and COMPANY mutually agree to exercise Option Year One on this Amendment 1, extending the term date through April 6, 2024.

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

SMS Healthcare Inc.

University Medical Center of Southern Nevada

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Mason Van Houweling

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

TOTAL WORK TIME

HOURS OF COVERAGE

Campus	Hours of Coverage
Nellis Primary Care	4pm-12:30am, 5 Days/Week
Nellis Quick Care	4pm-12:30am, 7 Days/Week
Peccole Ranch Primary Care	4pm-12:30am, 5 Days/Week
Peccole Ranch Quick Care	4pm-12:30am, 7 Days/Week
Rancho Quick Care	4pm-12:30am, 7 Days/Week
Spring Valley Primary Care	4pm-12:30am, 5 Days/Week
Spring Valley Quick Care	4pm-12:30am, 7 Days/Week
Summerlin Area Primary Care	4pm-12:30am, 5 Days/Week
Summerlin Area Quick Care	4pm-12:30am, 7 Days/Week
Sunset Primary Care	4pm-12:30am, 5 Days/Week
Sunset Quick Care	4pm-12:30am, 7 Days/Week
Wellness Center	4pm-12:30am, 5 Days/Week
Blue Diamond	4pm-12:30am, 7 Days/Week
Centennial Hills Primary Care	6pm-12:30am, 6 Days/Week
Centennial Hills Quick Care	6pm-12:30am, 7 Days/Week
Southern Highlands Primary Care	4pm-12:30am, 5 Days/Week
Southern Highlands Quick Care	4pm-12:30am, 5 Days/Week
Enterprise Occupational Medicine	6pm-12:30am, 5 Days/Week
Enterprise Quick Care	6pm-12:30am, 7 Days/Week
2040 W. Charleston 1 st – 6 th FL	4pm-12:30am, 5 Days/Week
Airport Clinic	4pm-12:30am, 7 Days/Week
2231 - 1 st Floor	4pm-12:30am, 5 Days/Week
2231 – 2 nd Floor	4pm-12:30am, 5 Days/Week
Aliante Clinic Primary Care	4pm-12:30am, 5 Days/Week
Aliante Clinic Quick Care	4pm-12:30am, 5 Days/Week

FACILITY AND ACTIVITY STATISTICS

	Statistics
Average Daily Census	N/A
Average Daily Discharges	N/A
Average Daily Transfers	N/A
ER Visits per Year	N/A
Cleanable Square Footage	TBD
Department Hours of Coverage	12/7/365

SCOPE OF SERVICES

Patient Room (Unoccupied)	Vendor	Hospital
Trash removal (3rd shift)	X	
Sanitize room	X	
Spot clean walls	X	
Restroom	X	
High and Low dusting	X	
Dust mop	X	
Damp mop	X	
Change bed linens	X	
Terminal Cleaning as needed	X	
Patient Room (Inpatient Discharge)	Vendor	Hospital
Trash removal	N/A	N/A
IV/medicine removal	N/A	N/A
Removal of bed linen	N/A	N/A
Sanitize room	N/A	N/A
Spot clean walls	N/A	N/A
Restroom	N/A	N/A
High dusting	N/A	N/A
Low dusting	N/A	N/A
Dust mop	N/A	N/A
Damp mop	N/A	N/A

Emergency Department	Vend	Hospital
ED general cleaning	N/A	N/A
ED In-between case cleaning	N/A	N/A
Labor and Delivery	Vend	Hospital
Post schedule terminal	N/A	N/A
In-between case cleaning	N/A	N/A
Nursery cleaning	N/A	N/A
Cleaning of isolettes NICU	N/A	N/A
Cath Lab	Vend	Hospital
Post schedule terminal clean	N/A	N/A
In-between case clean	N/A	N/A
Outpatient Surgery	Vend	Hospital
Post schedule terminal clean	N/A	N/A
In-between case cleaning	N/A	N/A
Cleaning of support areas	N/A	N/A
Bed making in recovery and holding rooms	N/A	N/A
Surgery	Vend	Hospital
Post schedule terminal clean	N/A	N/A

In-between case clean	N/A	N/A
Surgery shelves and technical equipment	N/A	N/A
Non-sterile support areas	N/A	N/A
Kitchen	Vend	Hospital
Main kitchen area	X	
Dietary trash removal	X	
Tables and chairs	X	
Walls and floors	X	
Cafeteria trash removal	X	
Linen	Vend	Hospital
Order and distribution		X
Other Areas	Vend	Hospital
CCU, SICU, NICU, PICU	N/A	N/A
Cleaning of public areas (lobbies, waiting)	X	
Cleaning of offices	X	
Cleaning of laboratory	X	
Cleaning of laboratory (glassware, counters, sinks)		X
Cleaning of pharmacy	X	
PT, OT, RT	X	
Cleaning of PT and rehab equipment		X
Cleaning of radiology	X	
Cleaning of dialysis	X	
Cleaning of morgue/autopsy (as needed)		X
Autoclave/sterilizer equipment		X
Gift shop (trash only)		X
Cleaning of central sterile		X
Engineering shop (trash only)	X	
Materials management (office only)	X	
Miscellaneous	Vend	Hospital
Wheelchair cleaning		X
Meeting setup		X
Grounds (1 hour per day)		X
Furniture moving (1 hour per day)	X	
IV pumps		X
Crash carts		X
Portable toilets		X
Portable fans		X
Cubicle curtains (exchange only)	X	
Computer screens (dusting only)	X	
Chemical spills		X
Emptying/removal of suction canister		X
Non-housekeeping supply delivery (i.e. ice, socks, etc.)		X
Exterior window (Bi-Annually)		X
Pediatric toy	X	

Microwave/refrigerators (exterior only)	X	
Purchasing of disposable linen, mops, and microfiber wipes	X	
Needle stick related injuries		X

Frequency Charts

Location	Dust Mop	Damp Mop	Damp wipe	High Dust	Vacuum	Vertical surface*	Baseboard	Trash Removal	Blowaste Removal	Restroom Fixtures	Shower Curtains	Cubicle Curtain*	Glass	Stainless Steel	Polish Furniture	Windows	wash walls
	General Cleaning																
Nellis Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Nellis Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Peccole Ranch Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Peccole Ranch Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Rancho Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Spring Valley Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Spring Valley Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Summerlin Area Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Summerlin Area Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Sunset Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Sunset Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Wellness Center	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Blue Diamond	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Centennial Hills Primary Care	6	6	6	1	6	6	1	6	6	6	AN	AN	6	1	1	1	AN
Centennial Hills Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Southern Highlands Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Southern Highlands Quick Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Enterprise Occupational Medicine	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	2	AN
Enterprise Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	1	AN
Enterprise - NVHC	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
2040 W. Charleston	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Airport Clinic	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
2231 - 1 st Floor	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
2231 - 2 nd Floor	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Alliant Clinic Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Alliant Clinic Quick Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN

FREQUENCIES 1

Legend
- Times per week required
AN - As needed
ANA - As needed minimum annually
ANA3 - As needed minimum 3 times a year
NA - Not applicable

FREQUENCIES 2

	Scrub & Top Coat	Strip & Refinish	Autoscrub	Burnish	Shampoo Carpets
	Floor Care				
Nellis Primary Care	ANA	ANA	1	2M	ANA2
Nellis Quick Care	ANA	ANA	1	1	ANA2
Peccole Ranch Primary Care	ANA	ANA	1	2M	ANA2
Peccole Ranch Quick Care	ANA	ANA	1	1	ANA2
Rancho Quick Care	ANA	ANA	1	1	ANA2
Spring Valley Primary Care	ANA	ANA	1	2M	ANA2
Spring Valley Quick Care	ANA	ANA	1	1	ANA2
Summerlin Area Primary Care	ANA	ANA	1	2M	ANA2
Summerlin Area Quick Care	ANA	ANA	1	1	ANA2
Sunset Primary Care	ANA	ANA	1	2M	ANA2
Sunset Quick Care	ANA	ANA	1	1	ANA2
Wellness Center	ANA	ANA	1	2M	ANA2
Blue Diamond	ANA	ANA	1	1	ANA2
Centennial Hills Primary Care	ANA	ANA	1	2M	ANA2
Centennial Hills Quick Care	ANA	ANA	1	1	ANA2
Southern Highlands Primary Care	ANA	ANA	1	2M	ANA2
Southern Highlands Quick Care	ANA	ANA	1	1	ANA2
Enterprise Occupational Medicine	ANA	ANA	1	2M	ANA2
Enterprise Quick Care	ANA	ANA	1	1	ANA2
2040 W. Charleston 1 st – 6 th FL	ANA	ANA	1	2M	ANA2
Airport Clinic	ANA	ANA	1	1	ANA2
2231 - 1 st Floor	ANA	ANA	1	1	ANA2
2231 – 2 nd Floor	ANA	ANA	1	1	ANA2
Aliante Clinic Primary Care	ANA	ANA	1	1	ANA2
Aliante Clinic Quick Care	ANA	ANA	1	1	ANA2

Legend
- Times per week required
AN - As needed
ANA - As needed minimum annually
ANA2 - As needed minimum 2 times a year
Q - Quarterly
M - Monthly
2M - Twice Monthly
NA - Not applicable

Staffing

WEEKLY LABOR

Total Weekly Labor	
Title/Position	Total Weekly Hours
EVS Director	40+
EVS Supervisor	40
3rd Shift Housekeepers	480
Floor Tech/Project Tech	70
Weekly Total	630

Total Weekly Hours Allocated Per Location for Overnight Cleaning – Not including EVS Director and Additional Projects		
Location	Total Weekly Hours	Days Cleaned Per Week
Nellis Primary Care	12	5
Nellis Quick Care	28	7
Peccole Ranch Primary Care	10	5
Peccole Ranch Quick Care	28	7
Rancho Quick Care	35	7
Spring Valley Primary Care	10	5
Spring Valley Quick Care	28	7
Summerlin Area Primary Care	10	5
Summerlin Area Quick Care	28	7
Sunset Primary Care	10	5
Sunset Quick Care	28	7
Wellness Center	30	5
Blue Diamond	35	7
Centennial Hills Primary Care	24	6
Centennial Hills Quick Care	28	7
Southern Highlands Primary Care	10	5
Southern Highlands Quick Care	20	5
Enterprise Occupational Medicine	10	5
Enterprise Quick Care	40	7
2040 W. Charleston	40	5
2040 Building Day Portering	25	5
Airport Clinic	21	7
2231 Building 1 st Floor	20	5
2231 Building 2 nd floor	20	5
Aliante Clinic Primary Care	20	5
Aliante Clinic Quick Care	20	5
Total Hours	590	

WAGE RATES

Title/Position	Wage Rate
EVS Director (Annualized Cost)	
Supervisor	
Day Porters	
3rd Shift Housekeepers	
Floor Tech/Project Tech	

UMCSN Pricing		
Expenses	Monthly	Annual
EVS Director		
Hourly Labor		
LH&A		
Equipment		
Supplies		
Other Operating Costs		
Recurring Travel, Backgrounds, Drug Screens, and Uniforms- Amortized 36 Months		
Recurring Tools and Supplies - Amortized 36 months		
Total Operating Expenses		
Corporate Administrative Overhead		
Profit		
Total Operational Billing		
HealthTrust Fee		
County and City Taxes		
Total Billing Including Taxes	\$81,593.04	\$979,116.48



April 6th, 2020

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Outsourced Managed Services, Janitorial Services.

Dear Ms. Heiy:

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 Outsourced Managed Services, Janitorial Services. 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 is 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 Outsourced Managed Services, Janitorial Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Outsourced Managed Services, Janitorial Services category. Contracts were executed with SMS Healthcare, Cleaning Services Group, Reynolds & Reynolds, and General Building Maintenance Inc in December of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

Business Associate Agreement

This Agreement is made effective as date of the last signature ("Effective Date") 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 **SMS Healthcare and Services Management Systems**, 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

Page 477 of 499

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 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.

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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 and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

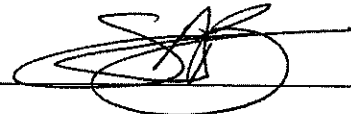
COVERED ENTITY:

By: _____
Mason VanHouweling

Title: CEO
4/6/2020

Date: _____

BUSINESS ASSOCIATE:

By:  _____

Title: President

Date: 3/24/2020

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>17-18</u>						
Corporate/Business Entity Name: <u>SERVICE MANAGEMENT SYSTEMS, INC</u>						
(Include d.b.a., if applicable)						
Street Address: <u>7135 CHARLOTTE PK</u>			Website: <u>WWW.SMSCLEAN.COM</u>			
City, State and Zip Code: <u>SUITE 100 NASHVILLE TN 37209</u>			POC Name: <u>DAN HICKEY</u>			
Telephone No: <u>(615) 399-1839</u>			Email: <u>dhickey@smclean.com</u>			
Nevada Local Street Address: <u>1300 W CHARLESTON BLVD</u>			Fax No: <u>(615) 391-1103</u>			
(If different from above)			Website:			
City, State and Zip Code: <u>LAS VEGAS NV 89102</u>			Local Fax No:			
Local Telephone No:			Local POC Name: <u>DAN HICKEY</u>			
			Email: <u>dhickey@smclean.com</u>			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>SMSC HOLDINGS CORP</u>	<u>OWNER</u>	<u>100%</u>
<u>KEITH WOLKEN</u>	<u>PRESIDENT</u>	<u>0%</u>
<u>Hiram Cox</u>	<u>SECRETARY/TREASURER</u>	<u>0%</u>

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

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

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

Signature

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

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

N/A

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 AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Purchaser-Specific Agreement with Vitalant	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Purchaser-Specific Agreement with Vitalant for blood products/services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000710000	Funded Pgm/Grant: N/A
Description: Blood Products and Services	
Bid/RFP/CBE: NRS 450.525 and NRS 450.530	
Term: 8/1/2022 to 7/31/2023 with two 1-year options	
Amount: Estimated \$5M per year or potential aggregate of \$15M for 3 years	
Out Clause: 30 days for cause; Budget Act/Fiscal Fund Out	

BACKGROUND:

This request is to enter into a new agreement with Vitalant to provide blood products and services to hospital. This Agreement is pursuant to UMC's HPG contract #37377. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

The term of the Agreement is for 12 months through July 31, 2023 with the option to extend for two (2) one-year periods upon mutual agreement. Staff also requests Board authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

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

Vitalant currently holds a Clark County business license.

Cleared for Agenda
September 21, 2022

Agenda Item #

12

PURCHASER-SPECIFIC AGREEMENT FORM

Purchaser/Group/IDN/Facility:

University Medical Center of Southern Nevada

Effective Date: 8-1-2022

This Purchaser-Specific Agreement is entered into and effective on the date specified above ("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, with its principal place of operations located at 1800 West Charleston Blvd., Las Vegas, NV 89102 ("Purchaser") and **VITALANT** ("Vendor" or "VITALANT").

A. Purchaser is a member of HealthTrust Purchasing Group, L.P., ("HealthTrust") who is party to that certain Master Blood Purchasing Agreement with Vendor, dated **August 1, 2022**, **HPG-37377** (the "Agreement").

B. Purchaser and its locations (as included in Attachment 6 ("List of Facilities")) desire to obtain the Services and/or Products from Vendor in accordance with the terms of the Agreement and this Purchaser-Specific Agreement (the "PSA").

NOW, THEREFORE, in consideration of the recitals, covenants and promises herein contained, Purchaser and Vendor hereby agree to as follows:

1) Services. Vendor shall provide Blood Products and/or Services to Purchaser and its locations as delineated in the Agreement and in accordance with the Fee Schedule attached hereto as Attachment 1 ("Services and Products"). If Purchaser requests that Vendor provide reference laboratory services to Purchaser as described in Attachment 3 ("Reference Laboratory Services"), Purchaser will collect and transmit specimens to Vendor for Lab Services and will: (i) ensure that such collection and transmission is performed in accordance with applicable laws and Purchaser's policies and procedures; (ii) ensure that such requests are accompanied by an appropriate licensed independent practitioner order and otherwise ensure that Purchaser complies with all billing and legal requirements related to receipt of Lab Services, and (iii) assume all of the costs associated with such collection and transmission. Vendor will notify Purchaser of the receipt of any specimen which it believes is not suitable for analysis due to improper collection or degradation of the specimen in transit. Vendor shall perform requested Lab Services and deliver the result of Lab Services in a manner that is consistent with current industry standards.

2) Commencement Date and Term. The obligations of Vendor and Purchaser shall commence on the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term"), unless terminated pursuant to Section 3 of this PSA. The term may be extended for two (2) additional one (1) year term(s) upon mutual agreement of both Parties via an amendment to this PSA. The Initial Term and any extended term shall be defined as the "Term."

3) Termination. Vendor and Purchaser shall each have the right to terminate this PSA for cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the cause. Vendor or Purchaser shall each have the right to terminate this PSA upon thirty (30) days' written notice in the event of: (i) Purchaser ceases to be a Participant of HealthTrust during the Term of the PSA with Vendor, or (ii) the Agreement between Vendor and HealthTrust is terminated or expires.

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

5) Purchaser Obligations. Purchaser shall pay for Services and/or Products as set forth in this PSA. Payment for purchases made by a Purchaser under this PSA shall be the sole responsibility of such Purchaser; Vendor agrees that HealthTrust shall have no responsibility and no obligation for such payments owed by Purchasers or for any other obligations of Purchasers under this PSA. Vendor reserves the right, in its sole discretion, to apply fee for past due amounts equal to an accrual of interest at one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. If Purchaser's account is more than thirty (30) days past due, Vendor reserves the right to require Purchaser to pay for all future deliveries of blood, blood components, or services on a cash-on-delivery ("COD") or cash-in-advance ("CIA") basis.

6) Direct Purchases. Upon receipt of an order from Purchaser, Vendor will sell and deliver to Purchaser the Products and/or Services listed in the order at the prices set forth in Attachment 1, subject to availability and in accordance with the terms and conditions stated in this PSA. No minimum quantity or dollar amount shall apply to any order unless expressly stated herein.

7) Pricing. Prices for Products and/or Services are set forth in Attachment 1 and Attachment 3 to this PSA. The fees set forth in Attachments 1 and 3 are based on the annual volume projections for the Initial Term of this Agreement. Vendor and Purchaser agree that the Blood Service Fees set forth in Attachment 1 shall remain fixed for the Initial Term, with the express exception of any fee increase made by Vendor pursuant to subsections 6(a) or 6(b), below.

- a) In consideration of additional expenses it may incur, Vendor has the right to increase the Blood Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to Purchaser, in the event Vendor implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to Purchaser and as required by FDA or applicable state law or as advisable pursuant to professional standards, including standards, guidance or recommendations issued by or through the FDA, AABB or other professional organizations. Upon request of Purchaser, Vendor shall provide verification of any such requirement or recommendation of FDA, state law, and/or professional standards, including standards, guidance or recommendations issued by or through the AABB or other professional organizations, which lead to the fee increase.
- b) Recognizing the common distribution of blood types among the blood donor population and the additional cost associated with acquiring Group O Red Blood Cells beyond the normal

distribution, the fees referenced in Attachment 1 are based upon a Group O Red Blood Cell utilization of sixty-two (62) percent or less of Purchaser's total Red Blood Cell utilization. To assist Purchaser in optimizing Group O Red Blood Cell utilization, Vendor will make its Medical Directors available to review and make recommendations for Purchaser's transfusion policies and practices based on an analysis of the Purchaser's complexity of services and provide education and clinical support to Purchaser physicians on an as-needed basis. Vendor reserves the right to increase fees upon ninety (90) days' written notice to Purchaser if Purchaser fails, after written request by Vendor, to reduce disproportionate usage of Group O Red Blood Cells, and Purchaser's Group O Red Blood Cell utilization repeatedly rises or remains above sixty-two (62) percent of Purchaser's total Red Blood Cell utilization.

8) Orders. The terms set forth in the Agreement governing the placement, cancellation, delivery and returns of orders for Products and/or Services shall apply to each order by a Purchaser, whether such order is communicated by Purchaser's purchase order form, EDI, internet e-commerce, facsimile, orally, or any other method, or whether reference is made to this PSA.

9) Delivery. Unless alternative arrangements are agreed upon by Vendor and Purchaser, Products will be delivered on a scheduled basis as agreed upon by Vendor and Purchaser. Vendor and Purchaser will mutually agree upon stock inventory levels for each blood component to be provided. Stock inventory levels shall be based on average daily utilization by the Purchaser, as well as complexity of services provided, trauma designation, and distance from the distribution site. Unless other arrangements are made, Vendor shall pay expenses for scheduled delivery of blood and blood components to Purchaser, using the method of delivery or shipment that Vendor determines is appropriate to the circumstances. Purchaser shall pay for expenses associated with non-scheduled deliveries requested by Purchaser. All blood and blood components supplied to Purchaser will be accompanied by appropriate documentation. Blood and blood components will be transported to Purchaser in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to Purchaser, the Purchaser shall be responsible for any loss, destruction, or damage to the units of blood or blood components.

10) Inspection. All Products shall be subject to prompt inspection and approval upon receipt by Purchaser. Any Products which do not comply with Purchaser's purchase order, including quantities and delivery time; in any way fail to comply with the warranties provided under this Agreement or with applicable law; or are damaged in shipment, discovered at time of receipt may be rejected by Purchaser, irrespective of the date of payment. Purchaser may hold any Product rejected for reasons described herein pending Vendor's instructions, or Purchaser, at Purchaser's option, may return such Products to Vendor at Vendor's expense, F.O.B. Origin, Freight Collect. Notwithstanding the foregoing, Purchaser will not accept the following based on its applicable expiration dates, unless Vendor agrees to provide full credit for such products not utilized by the Purchaser:

- Red blood cells that expire within seven (7) days of delivery;
- Platelets (including phoresed, Vendor pooled and random donor platelets) that expire within twenty four (24) hours of delivery;
- Fresh frozen plasma that expires within sixty (60) days of delivery.

11) Returns. Vendor may permit Purchaser to return blood or blood components, subject to the Purchaser's compliance with the requirements of Vendor's Return Policy, attached as Attachment 2 ("Return Policy"), and incorporated herein by reference.

12) Indemnity.

- a) Vendor agrees to and does hereby defend, indemnify and hold harmless Purchaser, its Affiliates, successors, assigns, directors, officers, agents and employees (“**Purchaser Indemnitees**”) from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys’ fees (collectively referred to as “**Damages**”) for claims asserted against Purchaser based on (i) allegations of negligence or intentional misconduct in collecting, testing, processing, packaging, or distributing Products and/or Services; (ii) the breach or alleged breach by Vendor of the representations, warranties or covenants contained in this Agreement; or (iii) any infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right resulting from the purchase of Products and/or Purchasers’ possession and use thereof, as well as from receipt of any Services provided hereunder. Indemnity shall be in proportion to the amount of damages reasonably attributable to Vendor.
- b) To the extent allowed by law, Purchaser agrees to and does hereby defend, indemnify and hold harmless Vendor, its Affiliates, successors, assigns, directors, officers, agents and employees (“**Vendor Indemnitees**”) from and against any Damages for claims asserted against Vendor arising out of or based on or attributable to negligence or intentional misconduct of the Purchaser, its employees, agents, or medical staff. Indemnity shall be in proportion to the amount of damages reasonably attributable to Purchaser.

13) Disclaimer of Warranties. No laboratory tests or other procedures are presently available that can ensure that the Products provided under this PSA are free from all agents that may cause disease or illness, including but not limited to the presence of viruses and retroviruses. VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE BLOOD PRODUCTS TO BE PROVIDED UNDER THE AGREEMENT, AND NO PROVISION OF THIS PSA CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS AS TO PRODUCTS PROVIDED HEREUNDER.

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

15) Insurance. Purchaser shall secure and maintain, at its own expense, insurance coverage or programs of self-insurance for Purchaser for professional liability, errors and omissions, commercial general liability, and workers’ compensation and employer’s liability insurance coverage with limits necessary to satisfy its obligations under this Agreement. Vitalant shall secure and maintain insurance coverage as per the Purchasing Agreement. Upon request, each party agrees to provide the other party with certificates of such insurance coverage.

16) Confidentiality. To the extent allowed by law, and during the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Purchaser acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this Agreement shall be received in confidence and shall be used only to carry out the terms of this Agreement.

Confidential information shall not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Purchaser agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement with any third party; notwithstanding the foregoing, Purchaser may disclose pricing information and terms to Valify (an Affiliate of HealthTrust as defined in the Agreement) for performance of internal analyses pursuant to a confidentiality agreement, and to other third party consultants for performance of internal analyses pursuant to a confidentiality agreement so long as Vitalant is provided advance written notice of any such disclosure to the third party consultant and an opportunity to object to such disclosure. The obligations under this Section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party; (c) was independently developed by the Receiving Party without violation of this Agreement; (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed to a particular party or person(s); or (e) is required to be disclosed in response to an audit, inspection or formal inquiry by a state or federal regulating body or agency, or an applicable credentialing or accrediting organization, provided such response is limited to disclosure only of that information necessary or lawfully required to reasonably respond, and does not include disclosure of confidential or sensitive financial or fee schedule information. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demand to the extent permitted by law by disclosing only the minimum Confidential Information that is required to be disclosed, subject to any protective order or the like that may have been entered in the matter.

- a) Notwithstanding anything to the contrary in this Agreement, Vendor acknowledges that Purchaser 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 Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. The pricing contained in this Agreement is confidential and should not be disclosed except with the prior written permission of Vendor.

17) Force Majeure. Each party shall be excused from any delay in performance or from failure to perform in accordance with the terms of the Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the party, regardless of whether foreseeable, including without limitation, shortage of supply of raw materials, labor shortage, labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force Majeure Event"). Such party shall give notice to the other party promptly in writing upon learning of the Force Majeure Event. In the event a Force Majeure Event prevents a party from

complying with terms of the Agreement for more than one hundred eighty (180) days, either party may terminate the Agreement by providing thirty (30) days' prior written notice. Notwithstanding any provision to the contrary, the affected party shall not be liable for any damages arising out of the Force Majeure Event.

18) Notice. Any written notification required hereunder shall be sent by email, or mailed by certified mail or courier, return receipt requested, to the addresses set forth below. Notice sent by email, certified mail, or courier will be deemed delivered effective when received by the recipient thereof, with satisfactory evidence of successful delivery.

If to Vitalant:

Vitalant

ATTN: VP, Client Sales

6210 E. Oak Street

Scottsdale, AZ 85257

legal@vitalant.org

With a copy to:

Vitalant

Attn: General Counsel

6210 E. Oak Street

Scottsdale, AZ 85257

legal@vitalant.org

bshah@vitalant.org

If to Purchaser:

University Medical Center of Southern Nevada

Attn: Legal Department – Contracts Division

1800 W. Charleston Blvd.

Las Vegas, NV 89102

19) Incorporation of Agreement. The terms of the Agreement and this PSA shall govern the relationship of Vendor and Purchaser in relation to the provision of Services and Products. In the event of a conflict between the Agreement and this PSA, the terms set forth in the Agreement shall control. Unless expressly defined herein, all defined and capitalized terms herein shall have the meaning ascribed to them in the Agreement.

**PURCHASER: University Medical Center
of Southern Nevada**

By:

Name: Mason Van Houweling

Title: Chief Executive Officer

Date:

VITALANT

By:

Name: Michelle Robinson

**Title: SVP Strategic Planning and Business
Development**

Date:

ATTACHEMENT 1
Vitalant– PURCHASER-SPECIFIC AGREEMENT FORM ATTACHEMENT 1 BLOOD SERVICES
FEES CONFIDENTIAL INFORMATION

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

Attachment 2

Vitalant Return Policy

VITALANT may permit Hospital to return unexpired Red Blood Cells to VITALANT for credit, subject to a fifty percent (50%) restocking fee, described below, provided Hospital complies with all of the following conditions:

- (a) Hospital shall verify that proper temperature requirements have been satisfied and monitored during the storage period, in compliance with the regulatory requirements, including Title 21 of the Code of Federal Regulations and Standards of the AABB.
- (b) Hospital shall verify that the integrity of the unit container has been maintained and neither the unit container nor the affixed label is damaged, broken, disturbed, defaced, tampered with, or otherwise manipulated.
- (c) Hospital shall ensure that the original label is intact, unmarked and uncovered. Any labels or tags affixed by the Hospital to the unit must be removed prior to return.
- (d) At least two (2) crossmatch segments must remain available for use, unless VITALANT has approved use of the last crossmatch segment.
- (e) Hospital shall inspect blood products at the time of packing and shall pack products in accordance with VITALANT policies and in appropriate shipping containers. Hospital shall document that inspections have occurred in compliance with the regulatory requirements, and it shall not return blood products to VITALANT which appear unsuitable for re-issue.
- (f) All requests to receive credit for unused blood products must be received by VITALANT no more than seven (7) days from the expiration date of any such blood products.
- (g) All returned blood products must have a minimum of fourteen (14) days remaining prior to expiration at the time they are received by VITALANT.
- (h) All requests to receive credit for returned blood products must comply with the VITALANT ordering and return instructions, billing protocols and, where applicable, the on-line product management system.

A restocking fee equal to fifty (50%) percent of the fee charged for the blood product will apply to any blood product returned to VITALANT in compliance with this policy. For example, if Hospital is charged \$500 for a Red Blood Cell unit, the Hospital will pay a restocking fee of \$250 per unit for a blood product returned pursuant to this policy.

In general, STAT and ASAP orders, platelets, and frozen, specialty, altered or modified blood products are not returnable. Examples include, but are not limited to, frozen plasma, cryoprecipitate, irradiated blood products, blood products with special testing or other modification, such as CMV-negative, antigen negative, sterile docking, divided units or HLA/HPA matched units. However, in limited circumstances where VITALANT agrees to accept return of altered or modified blood products or STAT/ASAP delivered blood products, the service fees associated with Hospital's requested alteration or modification or STAT/ASAP delivery are not eligible for credit.

VITALANT may provide credit to Hospital for expired blood products received, not transfused and discarded by Hospital under the following circumstances:

- (a) Red Blood Cells are provided to Hospital less than seven (7) days prior to expiration;
- (b) Platelets are provided to Hospital less than twenty-four (24) hours prior to expiration; or
- (c) AB Red Blood Cell products.

Hospital is responsible for appropriate disposal of any expired products.

VITALANT may modify this Return Policy, in its sole discretion, upon ninety (90) days' advance written notice to Hospital.

ATTACHEMENT 3
Vitalant– PURCHASER-SPECIFIC AGREEMENT FORM ATTACHEMENT 1 LABORATORY
SERVICES FEES CONFIDENTIAL INFORMATION

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

Attachment 4

Facility Obligations

1. Storage Conditions. Each Purchaser facility (“Facility”) shall maintain and provide appropriate storage conditions for all blood and blood Components as determined by the FDA, the AABB, and all other agencies under which Vendor is accredited and/or licensed. Each Facility shall retain records relating to such storage and permit Vendor reasonable periods of inspection to determine that the storage requirements set forth above are being met.
2. Maintenance of Records and Regulatory Compliance. Facility shall maintain such records, books, and documents related to Products and Services as required by applicable law and regulation. In the event of a request for access to information regarding performance of this Agreement, Facility agrees to notify Vendor immediately and to inform Vendor of the response to be made to the request.
3. Regulatory Compliance. Each Facility shall have sole responsibility for complying with all provisions of the AABB, the FDA, the Joint Commission, the College of American Pathologists, and all other laws, rules and regulations which apply to any function performed by Facility and related to its performance under this Agreement.
4. Adverse Reactions. Facility shall notify Vendor as promptly as possible of all pertinent details regarding any adverse reaction of a patient treated at the Facility involving Vendor’s Products including, but not limited to, any suspected acute transfusion reaction.
5. Physician Responsibility. Nothing contained in this Agreement shall in any way affect the responsibility of the treating physician to determine that apheresis therapy or photopheresis is appropriate for the patient. In no way does this Agreement impose any responsibility upon Vendor to determine whether or not apheresis therapy or photopheresis is appropriate for any patient.
6. Patient Consent. The patient’s physician will be responsible for obtaining completed patient consent forms prior to any procedure utilizing Products and/or Services.
7. Blood Drives. HealthTrust and Facilities shall permit Vendor access to their donor base for the purpose of drawing blood or blood components, and shall permit Vendor to hold blood drives at each Facility’s premises a minimum of five (5) times per year. Facilities agree to fully cooperate with Vendor to schedule any extraordinary blood drives which may be necessary to meet emergency circumstances. Each Facility shall designate a person to coordinate the blood drives with Vendor.
8. Utilization. Facilities will cooperate with Vendor in balancing the available blood supply with the healthcare community’s needs. Facilities agree to temporarily adjust stock inventory when deemed necessary by Vendor during blood product shortages, disaster, or to meet urgent needs in another part of the healthcare community. When medically appropriate, Facilities agree to first use shorter dated blood and blood components, and release in a timely manner untransfused, crossmatched blood and blood components for other patient use upon request by Vendor. In the event of a critical supply shortage, emergency, or disaster, Vendor may reasonably direct Facilities to limit the use of blood or blood components to emergency situations, and Facilities agree to comply with any such direction. This may result in a

reduction in Facilities' stock inventory level for the duration of the shortage, emergency or disaster.

9. Transfers. Except in emergency situations, blood or blood components provided to a Facility may not be sold, assigned, exchanged, or transferred to any other facility, other than a facility identified in this Agreement, without the prior written authorization of Vendor. Facility shall notify Vendor within 24 hours, in writing, in the event of an emergency that required a transfer without prior authorization of Vendor and shall retain records to track the disposition of the transferred blood or blood component.
10. Inspection of Storage Facilities. Upon request by Vendor or any licensing, regulating or accrediting agency or organization to which Vendor is subject, including FDA, AABB and the College of American Pathologists ("CAP"), Facility shall allow on-site inspections of blood storage facilities and storage units during normal business hours by Vendor or any applicable regulatory or accrediting agency applicable to Vendor. Facility shall further allow Vendor or any such regulatory or accrediting agency to review and copy, without charge, Facility's standard operating procedures for blood storage and quality assurance or any other similar or related records.

Attachment 5

Vendor Obligations

1. Directed or Autologous Blood. Vendor shall coordinate and use reasonable efforts to purchase directed or autologous blood donations, which originate from a source other than Vendor, at the price agreed to between Vendor and HealthTrust as set forth in Exhibit A to this Agreement. In the event that the cost to Vendor of such donations exceeds the price agreed to in this Agreement, the increased cost of such Blood Products shall be paid by the applicable Purchaser facility ("Facility").
2. Support Services. Vendor agrees to render patient support services, upon the request of HealthTrust or Facilities, in the form of technical assistance in identification of multiple antibodies, helping to resolve compatibility issues, transfusion medicine consultation, and therapeutic apheresis consultation provided by Vendor personnel or by an agency contracted through Vendor. These services are provided at a cost listed in Exhibit A.
3. Transfusion Committee. Vendor agrees to provide active representation to each Facility Transfusion Committee. Vendor will provide on-going education at no additional cost to include: appropriate blood utilization, technology updates, physician training and recommendations for acceptable transfusion protocols.
4. Maintenance of Records and Regulatory Compliance. Vendor shall maintain such records, books, and documents as required by applicable law and regulation. In the event of a request for access to information regarding performance related to this Agreement, Vendor agrees to notify Facility immediately and to inform Facility of the response to be made to the request.
5. Notification of potential Product/Service Quality Problem. Vendor agrees to notify Facility within three (3) calendar days from when information becomes available to Vendor that a Product and/or Service has been provided by Vendor which may have a deleterious effect on a transfusion recipient, provided however, Vendor shall not divulge the identity of any donor or employee related to the Product and/or Service. Information becoming known to Vendor requiring such notice shall include but not be limited to the following:
 - 5.1 Vendor supplied blood and blood products collected from a donor who tested negative at the time of donation but tests repeatedly reactive for the antibody to HIV on a later donation; and
 - 5.2 The results of the FDA-licensed, more specific test or other follow-up testing recommended or required by FDA completed within 45 calendar days after the donor's repeatedly reactive screening test. (FDA regulations concerning HIV testing and look-back procedures are set forth at 21 C.F.R. 610.45-et. seq.).
6. Inventory Control. Vendor agrees to collaborate with each Facility on inventory control, using inventory modeling tools.
7. Product Quality. Prior to supplying a blood component to the facility, the Vendor will perform or cause to be performed all tests required in accordance with the rules and regulations of the U.S. Food and Drug Administration ("FDA") and the Standards of the American Association of Blood Banks ("AABB"). The Vendor reserves the right to perform or have others perform additional tests as it may deem appropriate as long as these tests are performed in accordance

with the rules and regulations of U.S. Food and Drug Administration (“FDA”) and the Standards of the American Association of Blood Banks (“AABB”).

7.1 If any Blood Component that the Vendor supplies to the Facility was obtained from another blood bank that is licensed or registered by the FDA, and purports to comply with the applicable rules and regulations of the FDA, the Vendor shall not be required to perform any tests on such blood components except for those tests it know were not performed on the Blood Component.

8. Reports. Vendor will provide itemized invoices showing all services provided, items shipped, returned and transferred.

9. Disaster Recovery Plan. Vendor represents and warrants to HealthTrust and Purchasers that it has and shall maintain a disaster recovery plan to enable delivery of Products upon the occurrence of any event or circumstance beyond Vendor’s reasonable control, including without limitation acts of God, fire, explosion or flood at its primary manufacturing and distribution locations, and agrees to review such plan with HealthTrust upon request.

Attachment 6
List of Facilities

University Medical Center of Southern Nevada

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 116						
Corporate/Business Entity Name: Vitalant						
(Include d.b.a., if applicable)						
Street Address:		6210 E. Oak Street		Website: www.vitalant.org		
City, State and Zip Code:		Scottsdale, AZ 85257		POC Name: Jennifer Rataj Email: jrataj@vitalant.org		
Telephone No:		800-288-2199		Fax No: N/A		
Nevada Local Street Address: (If different from above)		6930 W. Charleston Blvd.		Website: www.vitalant.org		
City, State and Zip Code:		Las Vegas, NV 89117		Local Fax No: N/A		
Local Telephone No:		702-304-6680		Local POC Name: Erik Hill Email: ehill@vitalant.org		

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

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

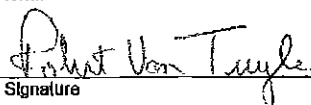
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

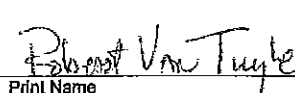
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
David R. Green	President and CEO	
Bhavi A. Shah	Executive VP, Chief Legal Officer & General Counsel	
Tanya Perry	Executive VP, Chief Financial Officer	

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

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

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


Signature


Print Name

6/11/19

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
September 21, 2022

Agenda Item #

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