AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
December 10, 2025 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Suite (1st 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 901 Rancho Lane. 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 November 12, 2025. *(For possible action).*

3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive the monthly and year-to-date financial report for October FY26; and direct staff accordingly. *(For possible action)*

5. Receive an update from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

6. Review and recommend for approval by the Governing Board the Lease Agreement and Service Agreement with PNC Bank and FujiFilm Healthcare Americas Corporation; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Master Purchasing Agreement with Vocera Communications, Inc.; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

8. Review and recommend for award by the Governing Board the RFQ No. 2025-06 Renal Dialysis Coordinator Services to Patient Pathways, LLC; approve the RFQ No. 2025-06 Service Agreement; authorize the Chief Executive Officer to execute the extension options and future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for award by the Governing Board RFSOQ No. 2025-08 Professional Placement Services to multiple placement agencies; approve the RFSOQ No. 2025-08 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 Governing Board the Third Amendment to License Agreement with Zynx Health Incorporated for clinical decision support solutions; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

11. 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
November 12, 2025

Emerald Conference Room
Delta Point Building, 1st Floor
901 Rancho Lane
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 2:12 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen (via Teams)
Harry Hagerty
Bill Noonan (via Teams)
Christian Haase (via Teams)
Mary Lynn Palenik (via Teams)

Absent:
None

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Ricky Russell, Chief Human Resources Officer
Doug Metzger, Controller
Susan Pitz, General Counsel
Lia 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 October 22, 2025. *(For possible action)*

A motion was made by Member Noonan to approve the minutes as presented. Motion carried by a majority vote. Member Palenik abstained, as she was not present at the meeting.

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

A motion was made by Member Hagerty to approve the agenda as presented. Motion carried by unanimous vote.

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive and recommend for acceptance by the Governing Board the Fiscal Year 2025 Basic Financial Statements from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- PowerPoint Presentation

DISCUSSION:

John Barry, Engagement Partner, Aaron Rios, Engagement Director, Trupti Jadav, Engagement Senior and Maya Gocheva, Assurance Senior Manager, presented the BDO Audit wrap-up for fiscal year 2025.

The status of the audit was reviewed. The audit of the financial statements and the schedule of expenditures of federal awards has been completed for the year ending June 30, 2025. The audit was conducted in accordance with accepted auditing standards. Objectives and the scope of work performed were reviewed. An unmodified opinion was issued on the hospital's financial statements on November 6, 2025. Mr. Barry informed the Committee that the single audit will be issued after the 2025 compliance supplement has been released to complete procedures in compliance with federal programs and awards.

Results of the audit, including accounting practices, policies and estimates, were reviewed. There were no significant changes in accounting policies and practices during FY2025. Significant accounting estimates were disclosed in Note 1 of the financial statements. A summary of recently issued accounting pronouncements are included in Note 2. No significant changes were made to the processes or significant assumptions used to develop the significant accounting estimates in 2025. The quality of the hospital financial reporting was appropriate.

There were no corrected or uncorrected misstatements related to accounts or disclosures that were presented to management.

Internal controls were reviewed, with no significant deficiencies or material weaknesses reported.

Member Hagerty asked if there were any control or significant deficiencies noted. Mr. Barry replied that there were no control or significant deficiencies. No significant changes were made to the planned audit strategy, and there were no communication issues. Representations requested from management was provided in the management representation letter.

Links to the management quality report were provided.

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The Committee thanked the BDO representatives for their service to UMC and Ms. Wakem and her team for their work on the audit.

Ms. Wakem will provide a copy of the signed letter of representation to Chair Caspersen.

A discussion ensued regarding the impacts to the healthcare industry as a result of the government shutdown, federal supplemental funding, and effects on the audit processes in the future.

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 the following updates:

Government Shutdown:
The shutdown is on day 43. UMC has not experienced any significant impacts due to the government shutdown. Professional bill claims have been paused as of October 1, 2025.

Special Legislative Session:
Governor Lombardo is expected to announce a special legislative session, starting on November 14th. This will be a short session, lasting about 4-5 days, focusing on unfinished business from the regular session. Bills related to healthcare include SB434 for grant funding and a bill aimed at streamlining credentialing and physician licensing. The session will also address the distribution of COVID-19 vaccines.

Supplemental Payments and Financial Statements:
The October financial statements will be presented in December. Supplemental payments were received during the month. As of October 31st, approximately $67 million remains outstanding in supplemental payments.

ACA Premium Subsidy:

These are set to expire December 31, 2025.

340B Discount Program:

HRSA recently approved a new rebate model, starting January 1, 2026. Under this program, entities will purchase drugs at wholesale prices and receive rebates. The initiative will initially include 10 popular drugs.

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Member Hagerty asked how this will be recorded as a receivable and whether there will be an allowance for it. Ms. Wakem responded that the team plans to meet to discuss and understand the impact of this change.

Chair Caspersen inquired about the criteria for the rebate since it would not be automatic. Ms. Wakem explained that there is a process to determine what qualifies as 340B. A discussion followed regarding the overall cost impact to UMC.

Physician Employment:

Physician employment continues to grow. Membership in the American Medical Society for U.S. physicians has decreased from 75% to 15%. Fewer than half of doctors now work in physician-owned practices, down from 60% a decade ago. Statistics show that hospital physician employment has increased from 29% in 2012 to 40% in 2022.

FINAL ACTION TAKEN:
None taken

ITEM NO. 6 Ratify the Amendment to the Provider Participation Agreement with Anthem Blue Cross and Blue Shield and HMO Colorado, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:
- Provider Agreement Amendment – Redacted
- Disclosure of Ownership

DISCUSSION:

This ratification request allows UMC to join the Enhanced Personal Health Care Essentials program, a quality incentive program with Anthem. UMC will earn performance-based incentive payments by meeting quality thresholds. Ratification was necessary to receive the incentive funds for 2026.

FINAL ACTION TAKEN:
A motion was made by Member Hagerty to ratify the amendment and make a recommendation to the Governing Board to ratify the amendment. Motion carried by unanimous vote.

ITEM NO. 7 Review and recommend for approval by the Governing Board the Amendment 28 to Software License and Services Agreement with Solventum Health Information Systems, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment 28
- Disclosure of Ownership

DISCUSSION:

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Solventum, formerly known as 3M, is to extend the software schedule term through July 2026, and increase the funding for the 360 Encompass System. This software automates coding, improves the accuracy of patient care documentation, ensures compliance with regulations, and supports informed, data-driven decision-making. Ultimately, these enhancements lead to increased operational efficiency and improved financial performance for UMC.

The Committee asked if there would be better pricing if the term was extended. Ms. Allen responded that this extension would allow transition to another vendor.

FINAL ACTION TAKEN:
A motion was made by Member Hagerty to approve the amendment to make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 8 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

At this time, Chair Caspersen asked if there were any public comment to be heard on any items not listed on the posted agenda.

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

FINAL ACTION TAKEN:

At the hour of 2:43 p.m., the meeting was adjourned.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

Issue:	**Monthly Financial Reports for October FY26**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Governing Board Audit and Finance Committee receive the monthly and year-to-date financial report for October FY26; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for October FY26 for the Committee's review and direction.

Cleared for Agenda
December 10, 2025

Agenda Item #

4

UMC
UNIVERSITY MEDICAL CENTER

October 2025 Financials

AFC Meeting

KEY INDICATORS – OCT

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,298	18,246	52	0.29%	19,079	(780)	(4.09%)
Total Admissions	1,990	2,041	(51)	(2.49%)	1,911	79	4.13%
Observation Cases	816	882	(66)	(7.48%)	882	(66)	(7.48%)
ADC	361	361	1	0.23%	370	(8)	(2.22%)
ALOS (Admits)	5.59	5.48	0.11	2.08%	6.08	(0.49)	(8.06%)
ALOS (Obs)	1.22	1.23	(0.01)	(0.48%)	1.23	(0.01)	(0.48%)
Hospital CMI	1.94	1.99	(0.05)	(2.52%)	1.99	(0.05)	(2.52%)
Medicare CMI	1.93	2.01	(0.08)	(3.98%)	2.01	(0.09)	(3.98%)
IP Surgery Cases	840	846	(6)	(0.71%)	898	(58)	(6.46%)
OP Surgery Cases	716	691	25	3.62%	770	(54)	(7.01%)
Transplants	12	15	(3)	(20.00%)	15	(3)	(20.00%)
Total ER Visits	9,502	9,167	335	3.65%	9,076	426	4.69%
ED to Admission	13.56%	-	-	-	12.68%	0.87%	-
ED to Observation	8.25%	-	-	-	8.97%	(0.72%)	-
ED to Adm/Obs	21.81%	-	-	-	21.65%	0.16%	-
Quick Cares	15,923	17,066	(1,143)	(6.70%)	16,106	(183)	(1.14%)
Primary Care	7,437	8,169	(732)	(8.96%)	7,772	(335)	(4.31%)
UMC Telehealth - QC	361	420	(59)	(14.05%)	410	(49)	(11.95%)
OP Ortho Clinic	3,515	2,784	731	26.27%	2,354	1,161	49.32%
Deliveries	118	107	11	10.28%	99	19	19.19%
Crisis Stabilization Center	132	1,541	(1,409)	(91.43%)	-	132	100.00%
OP Infusion Clinic	476	320	156	48.75%	-	476	100.00%

TRENDING STATS

	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	Oct- 25	12-Mo Avg	Var
APDs	19,079	17,105	19,071	19,888	17,645	19,715	18,649	18,823	18,161	18,356	18,748	17,750	18,298	18,582	(284)
Total Admissions	1,911	1,855	2,142	2,164	2,019	2,117	2,036	2,079	1,992	2,024	1,983	1,888	1,990	2,018	(28)
Observation Cases	882	808	742	724	635	668	651	710	778	711	760	732	816	733	83
ADC	370	359	389	404	398	400	381	370	375	366	366	361	361	378	(17)
ALOS (Adm)	6.08	5.90	5.62	5.87	5.42	5.65	5.63	5.38	5.47	5.12	5.69	5.71	5.59	5.63	(0.04)
ALOS (Obs)	1.23	1.20	1.03	0.92	0.87	0.91	0.92	0.99	1.13	1.07	1.14	1.19	1.22	1.05	0.17
Hospital CMI	1.99	1.84	1.77	1.82	1.77	1.81	1.88	1.85	1.81	1.88	1.90	1.88	1.94	1.85	0.09
Medicare CMI	2.01	1.99	1.91	2.22	2.08	2.12	1.90	1.86	2.15	2.05	2.22	2.08	1.93	2.05	(0.12)
IP Surgery Cases	898	740	786	816	813	832	831	866	843	892	827	833	840	831	9
OP Surgery Cases	770	637	629	718	693	696	720	700	625	736	651	637	716	684	32
Transplants	15	15	17	13	20	15	17	17	20	14	15	17	12	16	(4)
Total ER Visits	9,076	8,907	10,010	9,564	8,625	9,685	9,585	9,663	9,098	9,353	9,694	9,418	9,502	9,390	112
ED to Admission	12.68%	12.91%	13.56%	14.38%	16.32%	14.98%	14.86%	14.67%	14.45%	14.88%	13.46%	13.46%	13.56%	14.22%	(0.66%)
ED to Observation	8.97%	8.87%	6.91%	7.08%	6.75%	6.21%	6.28%	6.79%	7.63%	6.94%	7.47%	7.33%	8.25%	7.27%	0.98%
ED to Adm/Obs	21.65%	21.78%	20.47%	21.46%	23.07%	21.19%	21.14%	21.46%	22.08%	21.82%	20.93%	20.79%	21.81%	21.49%	0.32%
Quick Care	16,516	17,282	21,610	21,066	17,943	18,862	17,245	16,278	14,173	13,988	15,862	15,783	15,923	17,217	(1,294)
Primary Care	7,772	6,300	6,759	8,108	7,198	7,705	8,055	7,289	6,729	7,199	6,679	7,073	7,437	7,239	198
UMC Telehealth - QC	410	535	540	620	476	444	417	357	371	371	346	342	361	436	(75)
OP Ortho Clinic	2,354	2,134	2,458	2,522	2,529	2,649	3,039	2,806	2,819	2,952	2,849	3,192	3,515	2,692	823
Deliveries	99	110	106	137	92	100	107	129	134	107	145	109	118	115	3
Crisis Stabilization Center	-	-	-	-	-	-	-	-	5	40	103	162	132	78	55
OP Infusion Clinic	-	-	-	-	241	289	298	297	257	395	503	398	476	335	141

Payor Mix Trend

IP- Payor Mix 12 Mo Oct- 25

Fin Class	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	Oct- 25	12-Mo Avg	Oct to Avg Var
Commercial	18.12%	15.34%	16.95%	16.52%	17.76%	17.75%	18.10%	17.40%	16.46%	17.27%	18.04%	16.75%	17.59%	17.21%	0.38%
Government	4.15%	4.16%	4.26%	3.95%	4.12%	3.29%	3.25%	4.34%	4.27%	4.25%	4.18%	4.18%	4.55%	4.03%	0.52%
Medicaid	40.76%	40.72%	41.55%	40.63%	42.60%	41.26%	41.89%	43.19%	41.18%	41.67%	42.36%	39.18%	40.20%	41.42%	(1.22%)
Medicare	32.04%	33.44%	32.35%	34.73%	30.62%	31.99%	31.76%	30.55%	32.35%	31.57%	29.44%	34.91%	32.77%	32.15%	0.62%
Self Pay	4.93%	6.34%	4.89%	4.17%	4.90%	5.71%	5.00%	4.52%	5.74%	5.24%	5.98%	4.98%	4.89%	5.20%	(0.31%)

Payor Mix by Type 12 Mo Avg Oct- 25

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	17.21%	18.93%	21.60%	33.11%
Government	4.03%	5.63%	5.05%	5.42%
Medicaid	41.42%	47.99%	36.30%	33.16%
Medicare	32.15%	16.27%	32.44%	26.78%
Self Pay	5.20%	11.18%	4.62%	1.53%

SUMMARY INCOME STATEMENT – OCT

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$511,318,956	$483,166,156	$28,152,799	5.83%	
Net Patient Revenue	$88,318,128	$87,000,637	$1,317,490	1.51%	
Other Revenue	$3,511,507	$4,449,660	($938,153)	(21.08%)	
Total Operating Revenue	**$91,829,635**	**$91,450,297**	**$379,338**	**0.41%**	
Net Patient Revenue as a % of Gross	17.27%	18.01%	(0.73%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$92,845,646**	**$94,786,000**	**($1,940,353)**	**(2.05%)**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($1,016,011)**	**($3,335,702)**	**$2,319,691**	**69.54%**	
Add back: Depr & Amort.	$4,725,631	$4,902,335	($176,704)	(3.60%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$3,709,620**	**$1,566,633**	**$2,142,987**	**136.79%**	
EBITDA Margin	**4.04%**	**1.71%**	**2.33%**	**-**	

SUMMARY INCOME STATEMENT – YTD OCT

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$2,015,899,663	$1,914,551,144	$101,348,520	5.29%	
Net Patient Revenue	$339,442,978	$345,240,442	($5,797,464)	(1.68%)	
Other Revenue	$15,252,442	$17,642,857	($2,390,415)	(13.55%)	
Total Operating Revenue	**$354,695,420**	**$362,883,298**	**($8,187,878)**	**(2.26%)**	
Net Patient Revenue as a % of Gross	16.84%	18.03%	(1.19%)		

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$365,422,374**	**$376,153,007**	**($10,730,633)**	**(2.85%)**	

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**($10,726,954)**	**($13,269,708)**	**$2,542,754**	**19.16%**	
Add back: Depr & Amort.	$18,384,414	$19,687,277	($1,302,862)	(6.62%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$7,657,460**	**$6,417,568**	**$1,239,892**	**19.32%**	
EBITDA Margin	**2.16%**	**1.77%**	**0.39%**	-	

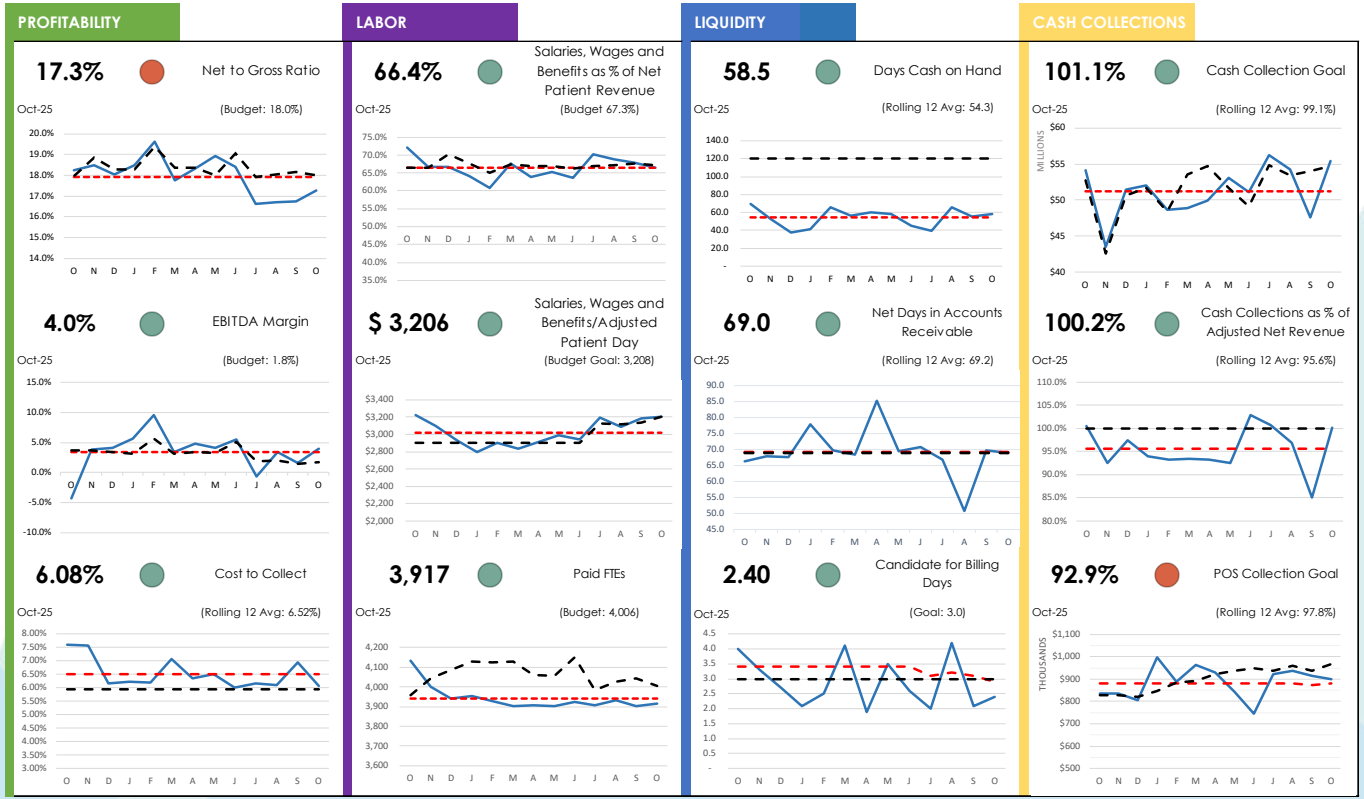
SALARY & BENEFIT EXPENSE – OCT

	Actual	Budget	Variance	% Variance	
Salaries	$39,187,427	$38,861,741	$325,686	0.84%	
Benefits	$17,433,760	$17,201,075	$232,685	1.35%	
Overtime	$657,534	$1,145,376	($487,842)	(42.59%)	
Contract Labor	$1,384,907	$1,324,689	$60,218	4.55%	
TOTAL	$58,663,628	$58,532,880	$130,747	0.22%	
Paid FTEs	3,917	4,006	(90)	(2.24%)	
Paid FTEs (Flex)	3,917	4,087	(170)	(4.17%)	
SWB per FTE	$14,978	$14,610	$368	2.52%	
SWB/APD	$3,206	$3,208	($2)	(0.06%)	
SWB % of Net	66.42%	67.28%	-	(0.86%)	
AEPOB	6.64	6.81	(0.17)	(2.52%)	

EXPENSES – OCT

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,824,138	$2,830,383	($6,244)	(0.22%)	
Supplies	$16,681,375	$18,205,463	($1,524,088)	(8.37%)	
Purchased Services	$7,077,617	$7,535,248	($457,631)	(6.07%)	
Depreciation	$2,731,899	$3,040,067	($308,168)	(10.14%)	
Amortization	$1,993,733	$1,862,268	$131,465	7.06%	
Repairs & Maintenance	$1,160,217	$984,645	$175,573	17.83%	
Utilities	$581,035	$536,241	$44,795	8.35%	
Other Expenses	$1,027,372	$1,083,153	($55,781)	(5.15%)	
Rental	$104,633	$175,652	($71,020)	(40.43%)	
Total Other Expenses	**$34,182,019**	**$36,253,119**	**($2,071,101)**	**(5.71%)**	

KEY FINANCIAL INDICATORS – OCT



ORGANIZATIONAL GOALS FINANCE/OPERATIONS OCT

	Jul	Aug	Sep	Oct	YTD	Target
Exceed fiscal year budgeted EBITDA	($514,892)	$3,018,149	$1,444,583	$3,709,620	$7,657,459	$6,417,568
Discharged to home ALOS with a target equal to or less than 4.01	3.82	4.18	4.08	4.18		4.01
Labor utilization with a target equal to or less than Adjusted EPOB of 6.26 or SWB per APD of $2,614 (excluding providers)						
SWB per APD of $2,614	$2,638	$2,589	$2,626	$2,638		$2,614
Adjusted EPOB of 6.26	6.23	6.12	6.22	6.23		6.26
Develop and execute a revenue capture initiative to improve NPSR by $7.5M, focused on denial reduction and documentation accuracy	1,296,874	846,818	(129,995)	430,512	2,444,208	(7,500,000)

FY26 CASH FLOW

	Oct 2025	Sept 2025	Aug 2025	YTD of FY2026
Operating Activities				
Cash received from patients and payors	103,864,641	53,356,524	160,357,890	386,574,914
Cash paid to vendors	(29,752,133)	(34,114,007)	(36,092,701)	(164,092,209)
Cash paid to employees	(68,195,539)	(47,472,264)	(47,520,066)	(181,145,882)
Other operating receipts/(disbursements)	3,144,909	3,472,123	2,493,933	11,824,431
Net cash provided by/(used in) operations	9,061,878	(24,757,624)	79,239,056	53,161,254
Investing Activities				
Purchase of property and equipment, net	(782,831)	(4,192,235)	(729,966)	(10,052,300)
Interest received	507,857	506,286	340,084	1,722,897
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	(16,047,847)	(6,216,846)	(206,551)	(14,773,977)
Net cash provided by/(used in) investing activities	(16,322,820)	(9,902,795)	(596,433)	(23,103,380)
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	1,632	-	-	1,632
Net cash provided by/(used in) financing activities	1,632	-	-	1,632
Increase/(decrease) in cash	(7,259,311)	(34,660,418)	78,642,622	30,059,505
Cash beginning of period	90,116,239	124,776,658	46,134,035	52,797,423
Cash end of period	82,856,929	90,116,239	124,776,657	82,856,929
Unrestricted cash	82,856,929	90,116,239	124,776,657	82,856,929
Cash restricted by donor	4,495,509	4,465,858	4,444,142	4,495,509
Internally designated cash	90,153,776	74,105,929	67,889,083	90,153,776

FY26 BALANCE SHEET HIGHLIGHTS

	Oct 2025	Sep 2025	Aug 2025
CASH			
Unrestricted	$ 82.9	$ 90.1	$ 124.8
Restricted by donor	4.5	4.5	4.4
Internally designated	90.2	74.1	67.9
	$ 177.6	$ 168.7	$ 197.1
NET WORKING CAPITAL	$ 186.5	$ 201.5	$ 212.1
NET PP&E	$ 307.5	$ 308.8	$ 300.0
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 676.7	$ 676.7	$ 676.7
NET POSITION	$ (206.8)	$ (206.0)	$ (202.8)

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.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
December 10, 2025

Agenda Item #

5

Audit and Finance Committee Agenda 12/10/2025

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
6	NRS 332.115(4) 332.115(1)(c)	No	PNC Bank and FujiFilm Healthcare Americas Corp.	New Contract	N/A	48 Months	Budget Act and Fiscal Fund Out	Base Agreement NTE $3,563,849.04	None	None	OR	Requesting Board approval for a 48-month Lease Agreement and Service Agreement for Endosocpy Scopes and Video Imagining Equipment.
7	NRS 332.115.1(h)	No	Vocera Communications, Inc.	New Contract	N/A	36 Months	30 days w/o cause	Base Agreement NTE $4,330,094.68	None	None	Prof Pract Services	Requesting Board approval for a 36-month Purchasing Agreement aimed at creating a quieter and more healing environment for patient care. It also seeks to enhance the safety of UMC's staff, simplify care coordination, and improve overall workflow efficiency by implementing a single, enterprise-wide communication and alert management platform. Additionally, this effort supports UMC's goal of achieving Magnet Status.
8	RFQ 2025-06	No	Patient Pathways, LLC	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $763,769.04	None	N/A	Case Management	Award RFQ No. 2025-06 to Patient Pathways who will provide an onsite Renal Dialysis Coordinator who will: (i) contact local dialysis clinics and timely coordinate the discharge planning and placement of eligible patients who need ongoing outpatient dialysis treatment (post-discharge); (ii) provide patient education and treatment options; (iii) help mitigate dialysis on the day of discharge and admissions through the Emergency Department; and (iv) provide detailed analytics and reporting. Patient Pathways is a provider-neutral renal discharge planning and placement service that will place patients at a clinic of patient's choice. UMC needs to subcontract this postion due to the following reasons: (1) hospital has not been able to hire for this position and/or find qualified candidates; (2) this service will help expedite patient discharge, and have an outpatient chair and time arranged without Case Management having to do it; and (3) this service will efficiently get the chair and time within 1-3 days instead of waiting up to a week.
9	RFQ 2025-08	No	Professional Placement Services	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $3,000,000 Aggregate $5,000,000	None	None	HR	Award RFSOQ No. 2025-08 to multiple vendors who will provide supplementary professional placement services by conducting recruitment searches as needed and referring qualified candidates to UMC to fill requested current and upcoming vacant positions.
10	NRS 332.115.1(h)	No	Zynx Health Incorporated	Amendment	No	5 years	Budget Act and Fiscal Fund Out	Third Amendment - $633,669.11	None	None	IS Dev	The Knowledge Analyzer, ZynxCare, and ZynxEvidence licensed solutions support nursing and interdisciplinary teams to reduce clinical variation, improve patient outcomes and maximize financial performance by featuring a comprehensive evidence-based care plan library offering best practice recommendations to standardize care. This Third Amendment extends the term of the subscription license for an additional five years.

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

Issue:	**Lease Agreement and Service Agreement with PNC Bank and FujiFilm Healthcare Americas Corporation**	**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 Lease Agreement and Service Agreement with PNC Bank and FujiFilm Healthcare Americas Corporation; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000702100
Description: Lease Agreement and Service Agreement
Bid/RFP/CBE: NRS: 332.115(4); NRS: 332.115(1)(c)
Term: 48 Months
Amount: $ 3,563,849.04 / Total
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

This request seeks to establish the 48 Month Lease Agreement and Service Agreement for Endoscopy Scopes and Video Imaging Equipment. The current Lease Agreement and Service Agreement became effective on December 28, 2022. UMC will compensate PNC Bank and FujiFilm Healthcare Americas Corporation a total of $3,563,849.04 for the equipment and services.

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

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

Cleared for Agenda
December 10, 2025

Agenda Item #
6

PNC EQUIPMENT FINANCE

AMENDMENT # 1

Financier (Lender/ Lessor): PNC Bank, National Association
Obligor (Borrower/ Lessee): University Medical Center of Southern Nevada
Agreement #: CS-43802

This Amendment ("Amendment") is made a part of and amends Agreement # ("Agreement") by and between the above described Financier ("Financier") and the above described Obligor ("Obligor"). Unless otherwise defined, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

The Contract will be amended as follows:

1. **Section 14 "Remedies" the seventh sentence will be amended as restated as follows: Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against the Lessee, including attorney's fees only to the extent permitted by law or regulation, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.**

2. **Section 16 "Return of Equipment" will be amended to add the following immediately after provision (b): "or (c) a non-appropriation of funds occurs as provided herein,"**

3. **Section 16 "Return of Equipment" will be amended to remove the following; "In addition, Lessee will pay Lessor a return of equipment fee equal to $400,000, which shall be immediately due and payable upon the occurrence of (a) or (b) above.**

4. **Section 21 "Collection Expenses, Overdue Payment" will be amended to add the following; If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5%, "not-to-exceed $70", of such overdue amount, limited, however, to the maximum amount allowed by law.**

All of the terms, conditions and provisions contained in the Agreement to the extent not expressly inconsistent herewith, are ratified and confirmed and shall remain in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEROF, the parties have caused this Amendment to be executed on the dates set forth below.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Financier: PNC Bank, National Association

By:

(Signature)

(Name)

(Title)

(Date)

Obligor: University Medical Center of Southern Nevada

By:

(Signature)

Mason Van Houweling
(Name)

CEO
(Title)

(Date)

PNC EQUIPMENT FINANCE

AMENDMENT # 2

Financier (Lender/ Lessor): PNC Bank, National Association
Obligor (Borrower/ Lessee): University Medical Center of Southern Nevada
Agreement #: CS-43802

This Amendment ("Amendment") is made a part of and amends Agreement # ("Agreement") by and between the above-described Financier ("Financier") and the above-described Obligor ("Obligor"). Unless otherwise defined, capitalized terms shall have the definition set forth in the Agreement.

This Amendment adds various financial reporting requirements as described below. Such requirements are in addition to those contained in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement and Amendment, it is hereby agreed as follows that Obligor will provide Financier with the following financial reporting:

Financial Reporting:
Annual Financial Statements. Within 120 days after the end of each fiscal year, the Obligor's annual Financial Statements. The Financial Statements will be prepared on a audited basis in accordance with GAAP by an independent certified public accountant selected by the Obligor and satisfactory to the Financier. If audited, the Financial Statements shall contain the unqualified opinion of an independent certified public accountant and all accountant examinations shall have been made in accordance with GAAP consistently applied from period to period.

Defined Terms:
"Financial Statements" shall mean a balance sheet, statement of cash flows and a statement of income of Obligor.
"GAAP" shall mean generally accepted accounting principles.

Termination of Financial Reporting Requirement:
The requirement to provide financial reporting without further request contained in this Amendment shall cease when the Obligor's total exposure with Financier is less than One Million Dollars ($1,000,000.00); provided, however, Financier has the right and Obligor has the obligation to provide such financial reporting in the future upon request by Financier.

All of the terms, conditions and provisions contained in the Agreement to the extent not expressly inconsistent herewith, are ratified and confirmed and shall remain in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEROF, the parties have caused this Amendment to be executed on the dates set forth below.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Financier: PNC Bank, National Association

By: _____
(Signature)

_____
(Name)

_____
Title)

_____
(Date)

Obligor: University Medical Center of Southern Nevada

By: _____
(Signature)

Mason Van Houweling
(Name)

CEO
Title)

_____
(Date)

Lease Agreement

Dated as of November 25, 2025

Lease Number: CS-43802

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:

LESSEE FULL LEGAL NAME	FEDERAL TAX ID
University Medical Center of Southern Nevada 1800 W Charleston Blvd, Las Vegas, NV 89102	886000436

Equipment Description:

Quantity	Description	Serial No.
	SEE SCHEDULE A	

ActiveLeaseAssets/Item

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee received an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition

and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.

8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term. For avoidance of doubt, this provision will not apply if not permitted pursuant to the laws of Nevada as applicable to Lessee
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss and (b) provide us with evidence upon request. Lessor understand that Lessee has a funded program on self-insurance as allowed by Chapter 41 of the Nevada Revised Statutes that is acceptable in lieu of commercial insurance.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, (a) extend the lease term or (b) purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 30 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs or (b) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. In addition, Lessee will pay Lessor a return of equipment fee equal to $400,000, which shall be immediately due and payable upon the occurrence of (a) or (b) above. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices

indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR**. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease, with a copy sent to: UMC, Attention: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

    As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.
28. **PUBLIC RECORDS.** Lessor acknowledges that Lessee 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 Lessee receives a demand for the disclosure of any information related to this Agreement, Lessee will immediately notify Lessor of such demand and Lessor shall promptly notify Lessee of its intention (i) to seek injunctive relief in a Nevada court for protective order or (ii) to redact the confidential and proprietary portion of such information. Lessee shall provide Lessor with a reasonable period of time during which Lessor may redact any information Lessor considers to be confidential and proprietary. Lessee agrees to disclose only the redacted version of the demanded information

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

University Medical Center of Southern Nevada
("**Lessee**")

X _____
Authorized Signature

Mason Van Houweling
Print Name

CEO
Title:

Date

1800 W Charleston Blvd
Las Vegas, NV 89102

PNC Bank, National Association
("**Lessor**")

X _____
Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

PNC EQUIPMENT FINANCE

SCHEDULE A

Financier (Lessor/Lender): PNC Bank, National Association
Obligor (Lessee/Borrower): University Medical Center of Southern Nevada
Agreement #: CS-43802

This schedule supplements and is hereby incorporated by reference as part of the above referenced Agreement number ("Agreement") by and between above Financier ("Lessor/Lender") and Obligor ("Lessee/Borrower").

EQUIPMENT DESCRIPTION:

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	Partial Buyout Invoice for Contract 202555-001	
2	FUJIFILM AR850 ULTRASOUND SYSTEM FOR EUS SCOPES	
1	FUJIFILM SP-900 EUS PROCESSOR	
7	FUJIFILM EP-8000 ELUXEO 4K High-Definition Video Imaging Processor combined with Multi-LED Light Technology	
1	FUJIFILM EC-740T/L Ultra-Slim High-Resolution Video Colonoscope	
3	FUJIFILM EC-760P-V/L Slim High-Resolution Video Colonoscope	
5	FUJIFILM EC-760R-V/L Hybrid High-Resolution Video Colonoscope	
5	FUJIFILM EC-760S-V/L Adult High-Resolution Video Colonoscope	
1	FUJIFILM EI-740D/S High-Resolution Dual Channel Video Gastroscope/Sigmoidoscope	
2	FUJIFILM EG-740N Ultra-Slim High-Resolution Video Gastroscope	
3	FUJIFILM EG-760CT Treatment High-Resolution Video Gastroscope	
7	FUJIFILM EG-840T Treatment Gastroscope	
2	FUJIFILM EG-840TP Slim Treatment Gastroscope	
2	FUJIFILM EN-840T High-Definition Video Double Balloon Enteroscope	
1	FUJIFILM DC-08D STERI. END CAP ED-580XT (20/PK)	
3	FUJIFILM ED-580XT Therapeutic Video Duodenoscope	
1	FUJIFILM PB-30 BALLOON PUMP CONTROLLER FOR DOUBLE BALLOON ENDOSCOPY SYSTEM	
4	FUJIFILM EG-740UT Curved Linear Scan Ultrasonic Video Gastroscope	
1	FUJIFILM P2620S-L GI Radial Ultrasonic Probe	
2	FUJIFILM EG-580UR Radial Scan Ultrasonic Video Gastroscope	
2	FUJIFILM UC-01 ULTRASONIC CABLE	
1	FUJIFILM CC6-101 Interface Connection Cable SU-1 to VP-7000	
7	FUJIFILM UP-D25MD SONY COLOR PRINTER DIGITAL TYPE	
7	FUJIFILM ADDITIONAL GAS BOTTLE HOLDER	
5	FUJIFILM FW DOUBLE CART III	
1	FUJIFILM FWII ARTICULATING ARM FOR SP-900/RS-900	
2	FUJIFILM Isolation Transformer GW 1800VA	
7	FUJIFILM LMD-X3200MD/A 32" 4K Sony Monitor	
7	FUJIFILM Monitor Roll Stand	
2	FUJIFILM EX-1 Expansion Unit for CAD EYE	
4	FUJIFILM DVI-6.6 DVI-CABLE 6.6 ft PROCESSOR TO MONITOR	
4	FUJIFILM DVI-CABLE 9.8 PROCESSOR TO MONITOR	

EQUIPMENT LOCATION ADDRESS: **Location County**:

1800 W Charleston Blvd , Las Vegas, NV 89102	Clark

A photocopy, facsimile, scanned or other electronic copy of this document shall be accepted as a legal binding agreement.

Accepted by:

Financier: PNC Bank, National Association

By:_____
(Signature)

(Name)

(Title)

(Date)

Obligor: University Medical Center of Southern Nevada

By:_____
(Signature)

Mason Van Houweling
(Name)

CEO
(Title)

(Date)

CERTIFICATE OF ACCEPTANCE

Lease Number: CS-43802

In compliance with the terms, conditions and provisions of Lease Agreement # CS-43802 ("**Lease**") by and between the undersigned University Medical Center of Southern Nevada ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

University Medical Center of Southern Nevada
("Lessee")

X_____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date:

_____
1800 W Charleston Blvd
Las Vegas, NV 89102

SCHEDULE OF PAYMENTS

Lease Number CS-43802

Attached to and made a part of that certain Lease-Purchase Agreement by and between PNC Bank, National Association, as Lessor, and University Medical Center of Southern Nevada , as Lessee.

Rent payments are payable as follows:

Payment Number	Rent Payment
1	$ 52,487.73
2	$ 52,487.73
3	$ 52,487.73
4	$ 52,487.73
5	$ 52,487.73
6	$ 52,487.73
7	$ 52,487.73
8	$ 52,487.73
9	$ 52,487.73
10	$ 52,487.73
11	$ 52,487.73
12	$ 52,487.73
13	$ 52,487.73
14	$ 52,487.73
15	$ 52,487.73
16	$ 52,487.73
17	$ 52,487.73
18	$ 52,487.73
19	$ 52,487.73
20	$ 52,487.73
21	$ 52,487.73
22	$ 52,487.73
23	$ 52,487.73
24	$ 52,487.73
25	$ 52,487.73

Payment Number	Rent Payment
26	$ 52,487.73
27	$ 52,487.73
28	$ 52,487.73
29	$ 52,487.73
30	$ 52,487.73
31	$ 52,487.73
32	$ 52,487.73
33	$ 52,487.73
34	$ 52,487.73
35	$ 52,487.73
36	$ 52,487.73
37	$ 52,487.73
38	$ 52,487.73
39	$ 52,487.73
40	$ 52,487.73
41	$ 52,487.73
42	$ 52,487.73
43	$ 52,487.73
44	$ 52,487.73
45	$ 52,487.73
46	$ 52,487.73
47	$ 52,487.73
48	$ 52,487.73

University Medical Center of Southern Nevada
("Lessee")

X _____
Authorized Signature

Mason Van Houweling
Print Name

CEO
Title:

PNC Bank, National Association
("Lessor")

By: _____

Title _____

OPINION OF COUNSEL

I have acted as counsel to University Medical Center of Southern Nevada ("Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (B) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (C) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

PNC EQUIPMENT FINANCE

NOTIFICATION OF TAX TREATMENT

Lease Agreement #: CS-43802
Lessor: PNC Bank, National Association
Lessee: University Medical Center of Southern Nevada

Lessor is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate prior to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us for us to determine if the tax abatement or special exemptions are available to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to Lessor.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?
☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
  Taxing District _____

Additional comments**:**

_____
_____
_____

LESSEE: University Medical Center of Southern Nevada

By: _____
(Signature)

Mason Van Houweling
(Print Name)

CEO
(Title)

_____
(Date)

PLEASE COMPLETE, SIGN AND IF APPLICABLE, ATTACH YOUR STATE EXEMPTION CERTIFICATE

PNC EQUIPMENT FINANCE

INSURANCE REQUIREMENTS

Financier (Lender/Lessor): PNC Bank, National Association
Obligor (Borrower/Lessee): University Medical Center of Southern Nevada
Agreement #: CS-43802

Under the terms of your above referenced Agreement # ("Lease/Loan"), you are required to carry adequate insurance coverage on the financed equipment. Your insurance certificate is required prior to us funding your vendor. Homeowners Policies will not cover commercial financing.

Your Certificate of Insurance must show the following:

- Above referenced Agreement #
- Name of the Insurance Company and Policy Number
- Effective and Expiration Date of Coverage.
- If your financed amount is over $1,000,000 or a titled motor vehicle a Certificate of Insurance is required to book and fund.
- INSURED PARTY: The Obligor listed above must be named as Insured.
- PROPERTY DAMAGE INSURANCE:
  - For Equipment: Financier must be named **Loss Payee** against any loss including fire, theft and any other standard peril normally covered under a commercial policy for not less than the replacement cost of the equipment. The replacement cost must be listed on the Certificate of Insurance.
- LIABILITY INSURANCE: ONLY REQUIRED FOR LEASES.
  - Financier must be named as **Additional Insured**. The minimum coverage is $1,000,000 per occurrence/ $1,000,000 aggregate liability coverage.
- LOSS PAYEE/ ADDITIONAL INSURED:
  - **PNC Bank, National Association and Its Successors And/ Or Assigns (ISAOA)**
  - Insurance Service Center
  - P.O. Box 202125
  - Florence, SC 29502-2125
- DESCRIPTION OF EQUIPMENT: The following equipment must be listed on or attached to the Certificate of Insurance:

Quantity	Year, Manufacturer, Model and Description	Serial Number
SEE SCHEDULE A		

Please send the Certificate of Insurance with your signed documents.

PNC EQUIPMENT FINANCE

CUSTOMER CONTACT FORM

THE BELOW INFORMATION MUST BE REVIEWED/COMPLETED IN ORDER FOR US TO FUND

Agreement #: CS-43802

Principal contact name: _____

Phone #: _____ Cell#: _____

Best time to reach: _____

PAYMENT:

If you signed the Authorization for Automatic Withdrawal form in this package and attached a voided check, or if you previously signed an Authorization for Automatic Withdrawal that is still effective, then your invoices for this contract will be set up for Automatic ACH payment on the date due.

Otherwise, you will be sent a monthly invoice by mail which you must pay by the due date in order to not be in default under the terms in the Agreement. This payment can be made by check or by logging in to Payer Express at https://www.payerexpress.com/ebp/srvicectr/ to make an electronic payment.

Is a Purchase Order Number required on Invoices? ☐ YES ☐ NO Purchase Order #_____

BILL TO:

Name: University Medical Center of Southern Nevada
Address: 1800 W Charleston Blvd,
Las Vegas, NV 89102

IF INCORRECT, PLEASE CORRECT BELOW:

_____

Attention: _____
EQUIPMENT LOCATION:

Address: 1800 W Charleston Blvd,
Las Vegas, NV 89102

IF INCORRECT, PLEASE CORRECT BELOW:

_____

EMAIL ADDRESS:

YOUR EMAIL ADDRESS IS REQUIRED PLEASE VERIFY BELOW. IF BLANK OR INCORRECT, PLEASE COMPLETE:

Email Address: cole.price@umcsn.com

University Medical Center of Southern Nevada

By:

_____
(Signature)

Mason Van Houweling
(Name)

CEO
(Title)

FUJIFILM
Value from Innovation

FUJIFILM HEALTHCARE AMERICAS CORPORATION
ALL-INCLUSIVE EQUIPMENT REPAIR SERVICE AGREEMENT

Customer Invoicing Information
UMC/University Medical Center
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Company Contact Information
FUJIFILM Healthcare Americas Corporation
10 Highpoint Drive
Wayne, NJ 07470
Attn:Matthew Jones
Email:matthew.jones@fujifilm.com
Service Agreement # E21167
Date: **December 3, 2025**

AGREEMENT

This Equipment Repair Service Agreement, including the terms and conditions and the schedules attached hereto (collectively, this "Agreement"), is entered into by and between FUJIFILM Healthcare Americas Corporation, a New York corporation, maintaining an office at 10 High Point Drive, Wayne, New Jersey, 07470 ("HCUS") and the customer listed above (the "Customer"). The equipment covered by this Agreement (the "Equipment") is the equipment listed on Schedule A hereto acquired from HCUS. This Agreement is effective as of the Effective Date as indicated below.

COVERAGE TERM

For the period of 48 months from 1/1/2026 to 12/31/2029

SERVICE RATE

The Annual Service Rate will be billed in advance at an annual rate of:

YEAR 1:	**$**	**261,109.50**
YEAR 2:	**$**	**261,109.50**
YEAR 3:	**$**	**261,109.50**
YEAR 4:	**$**	**261,109.50**
Total Value	**$**	**1,044,438.00**

PAYMENT OPTIONS: ____ANNUAL_____SEMIANNUAL_____QUARTERLY
Price is the same regardless of Payment Option chosen. This proposal is valid for sixty (60) days from quotation date. Billing will default to annual, unless otherwise noted.

ACCEPTANCE

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT ATTACHED HERETO AS SCHEDULE B CAREFULLY WHICH IS INCORPORATED HEREIN BY REFERENCE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CAN ONLY BE WAIVED, MODIFIED OR AMENDED BY ANOTHER WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF HCUS.

Customer Signature of Authorized Agent | **Date** | **Customer Purchase Order Number**

Mason Van Houweling, CEO
Print Customer Name and Title | **Accepted by FUJIFILM Healthcare Americas Corporation** | **Date**

SCHEDULE A
EQUIPMENT LISTING

Product Description	Serial #	Annual List Price	Discount Percent	Discount Dollars	Year 1	Year 2	Year 3	Year 4	Total Cost
AR850	TBD	$28,875.00	25%	-$7,218.75	$21,656.25	$21,656.25	$21,656.25	$21,656.25	$86,625.00
AR850	TBD	$28,875.00	25%	-$7,218.75	$21,656.25	$21,656.25	$21,656.25	$21,656.25	$86,625.00
EC-740T/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-860P-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-860P-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-860P-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-760R-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-760R-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-760R-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-760R-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-760R-V/L	TBD	$3,029.00	25%	-$757.25	$2,271.75	$2,271.75	$2,271.75	$2,271.75	$9,087.00
EC-860S-V/L	TBD	$3,461.00	25%	-$865.25	$2,595.75	$2,595.75	$2,595.75	$2,595.75	$10,383.00
EC-860S-V/L	TBD	$3,461.00	25%	-$865.25	$2,595.75	$2,595.75	$2,595.75	$2,595.75	$10,383.00
EC-860S-V/L	TBD	$3,461.00	25%	-$865.25	$2,595.75	$2,595.75	$2,595.75	$2,595.75	$10,383.00
EC-860S-V/L	TBD	$3,461.00	25%	-$865.25	$2,595.75	$2,595.75	$2,595.75	$2,595.75	$10,383.00
EC-860S-V/L	TBD	$3,461.00	25%	-$865.25	$2,595.75	$2,595.75	$2,595.75	$2,595.75	$10,383.00
EI-740D/S	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-740N	TBD	$3,569.00	25%	-$892.25	$2,676.75	$2,676.75	$2,676.75	$2,676.75	$10,707.00
EG-740N	TBD	$3,569.00	25%	-$892.25	$2,676.75	$2,676.75	$2,676.75	$2,676.75	$10,707.00
EG-760CT	TBD	$3,569.00	25%	-$892.25	$2,676.75	$2,676.75	$2,676.75	$2,676.75	$10,707.00
EG-760CT	TBD	$3,569.00	25%	-$892.25	$2,676.75	$2,676.75	$2,676.75	$2,676.75	$10,707.00
EG-760CT	TBD	$3,569.00	25%	-$892.25	$2,676.75	$2,676.75	$2,676.75	$2,676.75	$10,707.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840T	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840TP	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EG-840TP	TBD	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$3,244.50	$12,978.00
EN-840T	TBD	$6,990.00	25%	-$1,747.50	$5,242.50	$5,242.50	$5,242.50	$5,242.50	$20,970.00
EN-840T	TBD	$6,990.00	25%	-$1,747.50	$5,242.50	$5,242.50	$5,242.50	$5,242.50	$20,970.00
ED-580XT	TBD	$5,949.00	25%	-$1,487.25	$4,461.75	$4,461.75	$4,461.75	$4,461.75	$17,847.00
ED-580XT	TBD	$5,949.00	25%	-$1,487.25	$4,461.75	$4,461.75	$4,461.75	$4,461.75	$17,847.00
ED-580XT	TBD	$5,949.00	25%	-$1,487.25	$4,461.75	$4,461.75	$4,461.75	$4,461.75	$17,847.00
PB-30	TBD	Included	25%		Included	Included	Included	Included	$0.00

Product Description	Serial #	Annual List Price	Discount Percent	Discount Dollars	Year 1	Year 2	Year 3	Year 4	Total Cost
EG-740UT	TBD	$22,491.00	25%	-$5,622.75	$16,868.25	$16,868.25	$16,868.25	$16,868.25	$67,473.00
EG-740UT	TBD	$22,491.00	25%	-$5,622.75	$16,868.25	$16,868.25	$16,868.25	$16,868.25	$67,473.00
EG-740UT	TBD	$22,491.00	25%	-$5,622.75	$16,868.25	$16,868.25	$16,868.25	$16,868.25	$67,473.00
EG-740UT	TBD	$22,491.00	25%	-$5,622.75	$16,868.25	$16,868.25	$16,868.25	$16,868.25	$67,473.00
EG-580UR	TBD	$19,467.00	25%	-$4,866.75	$14,600.25	$14,600.25	$14,600.25	$14,600.25	$58,401.00
EG-580UR	TBD	$19,467.00	25%	-$4,866.75	$14,600.25	$14,600.25	$14,600.25	$14,600.25	$58,401.00
EX-1 CAD-EYE	TBD	$12,000.00	25%	-$3,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$36,000.00
EX-1 CAD-EYE	TBD	$12,000.00	25%	-$3,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$36,000.00
Net Price		**$348,146.00**		**-$87,036.50**	**$261,109.50**	**$261,109.50**	**$261,109.50**	**$261,109.50**	**$1,044,438.00**

Schedule B
FUJIFILM Healthcare Americas Corporation--Endoscopy Division
Equipment Repair Service Agreement
Terms and Conditions

1. **EQUIPMENT**. This Agreement shall only cover the Equipment identified on Schedule A hereto. Equipment will be considered "New" if this Agreement is executed by the Customer within sixty (60) days after receipt of the Equipment. Equipment will be considered "Used" if it does not otherwise qualify as "New" and will further be subject to a prior inspection and approval by FUJIFILM Healthcare Americas Corporation ("HCUS") before HCUS can accept Used Equipment for servicing under this Agreement.

2. **COVERED SERVICES**.

(a) Upon the request of the Customer at any time during the Term of the Agreement, HCUS shall repair and restore the Equipment to proper working condition, ordinary wear and tear excepted. Except as listed in Section 3 hereof, HCUS will provide all parts and labor necessary to complete the repair of the Equipment to the manufacturer's then-current specifications.

(b) The Customer shall notify HCUS Customer Care (1-800-385-4666) in a timely manner once an actual or perceived problem that requires repair of the Equipment is found.

(c) If the repair services cannot be completed on-site at the Customer's location, the Customer shall properly package the Equipment in accordance with HCUS requirements and ship the Equipment to HCUS via two (2) day Federal Express service using HCUS's Federal Express number (to be provided upon request). The risk of loss shall pass from the Customer to HCUS upon the receipt of the Equipment by Federal Express and properly packaged.

(d) All repaired Equipment will be shipped from HCUS to the Customer freight pre- paid by HCUS via standard two (2) day delivery. The risk of loss shall pass to the Customer upon delivery to the Customer's designated location.

(e) HCUS reserves the right to use reconditioned, refurbished and/or serviceable used parts that meet HCUS's quality assurance standards for repairs hereunder. The use of reconditioned, refurbished and/or serviceable used parts may include, without limitation, replacing or exchanging major components of the Equipment.

(f) In certain cases a HCUS Certified Service Provider, rather than HCUS, will perform services for the Customer. In such event, the HCUS Certified Service Provider shall perform all such services in accordance with the applicable terms of this Agreement; *provided, however*, that all payments from the Customer required in this Agreement shall be paid to HCUS.

3. **EXCLUSIONS**.

(a) This Agreement shall not cover and HCUS shall have no obligation to repair and no liability for: (i) components, parts and materials not manufactured by HCUS; (ii) supplies and consumables, including, without limitation, lamps, valves, video cables and other disposable consumables; (iii) any Equipment which has been disassembled, repaired, tampered with, altered, changed or modified by persons other than HCUS's authorized service personnel; (iv) Equipment which has been damaged from use for any reason outside of its intended use or (v) use of endoscope reprocessing/disinfecting systems and agents prohibited in writing by HCUS with notice of same delivered to the Customer.

(b) HCUS shall determine, in its reasonable discretion whether damage to the Equipment is a result of any of the matters described in clauses (iii) through (v) above and shall notify the Customer of same. Upon

the Customer's written request, HCUS may perform repair services for such damages and, if HCUS performs such repair services, the Customer shall pay for such repairs at HCUS's then current time and materials pricing.

4. **OBLIGATIONS OF THE CUSTOMER**.

(a) The Customer will provide HCUS's service personnel access to the Equipment and Loaner Units (as defined in Section 6 below) during normal business hours for the purposes described herein.

(b) The Customer shall provide HCUS with reasonable assistance for diagnosing and correcting Equipment problems by telephone.

(c) The Customer will follow all operating, reprocessing, cleaning and maintenance procedures for the Equipment and Loaner Units as described in HCUS's instruction manuals and in accordance with all applicable federal, state, and local laws, rules, regulations, industry standards and guidelines (collectively, "Laws"). In compliance with Occupational Safety and Health Administration blood borne pathogen regulations and other applicable Laws, the Customer shall reprocess and properly package the Equipment and Loaner Units that come into contact with any potentially infectious material before shipment to HCUS.

(d) The Customer will use the Equipment and Loaner Units (if any) in the manner for which they were intended, in accordance with all applicable manufacturer's manuals and instructions, and in compliance with all applicable Laws.

(e) If the Customer requests expedited delivery of the repaired Equipment or Loaner Units, the Customer shall pay for such expedited delivery.

(f) The Customer understands, acknowledges and agrees that the Fee charged by HCUS under this Agreement is based, in part, on the Customer using the Equipment for an expected average number of procedures per day (the "**AUPD**"). The Customer represents and warrants that as of the Effective Date, the AUPD of the Equipment, considered in the aggregate, does not exceed 2.0, and during the Term, will not exceed 3.0. The AUPD shall be calculated on a monthly basis (based upon 22 working days a month) as follows: the number of procedures performed on all units of Equipment owned by the Customer in the applicable month divided by the product of (a) the number of working days in the applicable month and (b) the number of units of Equipment owned by the Customer. As an example, if there are 22 working days in a month and the Customer owns 2 units of Equipment and performs a total of 110 procedures in such month (regardless of how the 110 procedures were allocated between the two units of Equipment), then the AUPD is 2.5.

(g) The Customer shall maintain accurate records of the number of procedures it performs per day using each unit of Equipment. Upon HCUS's request, the Customer shall provide HCUS such records and other documentation necessary to verify the Customer's AUPD. The Customer further agrees that HCUS shall have the right to increase the Fee charged hereunder or terminate this Agreement immediately, in HCUS's sole discretion, in the event that the Customer's AUPD exceeds the limitation set forth above.

5. **FEES**.

(a) The Customer shall pay to HCUS the Fee, as provided herein. Except as otherwise expressly provided herein, all repairs to the Equipment will be performed at no additional charge. If the aggregate amount of any invoice exceeds $10,000, HCUS cannot accept the payment of such amount (either in whole or in part) by credit card, p-card or any other charge card.

(b) HCUS will invoice the Customer for each payment of the Fee due hereunder except the initial payment which shall be due at the time the Customer executes and delivers this Agreement to HCUS. The Customer shall pay all invoices net thirty (30) days from date of invoice. In the case of installment payments, HCUS will invoice the Customer (i) on the first anniversary of the Effective Date in the case of annual installments, (ii) on each six-month anniversary of the Effective Date in the case of semi- annual installments, (iii) on the first business day of each January,

April, July and October in the case of quarterly installments, and (iv) on the first day of each month in the case of monthly installments.

(c) HCUS shall invoice the Customer for additional services expressly provided herein, including, but not limited to, repairs performed pursuant to Section 3(b) hereof, expedited shipping expenses, daily use fees and repairs made to Loaner Units. The Customer shall pay all such invoices net thirty (30) days from date of invoice.

(d) In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

6. **LOANER UNITS.**

(a) The Customer may request that HCUS lend it endoscope units (collectively, the "Loaner Units") on a temporary basis to be utilized at the Customer's site solely while HCUS is repairing the Equipment. HCUS is not obligated to provide the Customer with Loaner Units, but shall endeavor to do so if Loaner Units are available. If HCUS agrees to provide the Customer with Loaner Units, (i) the additional terms and conditions set forth on Attachment 1 hereto shall apply, which Attachment 1 is incorporated herein by reference, and (ii) HCUS shall ship the Loaner Units to the Customer by HCUS's standard method of delivery with freight pre-paid.

7. **TERMINATION**.

(a) Either party may terminate this Agreement at any time without cause or penalty, upon at least sixty (60) days prior written notice to the other party. Any pre-paid fees for services shall be refunded to Customer on a pro-rata basis as of the effective date of termination.

(b) HCUS may immediately terminate this Agreement or any portion hereof relating to any Equipment whose AUPD exceeds 3.0.

8. **EFFECT OF TERMINATION; RETURN OF LOANER UNITS**.

(a) When this Agreement terminates or expires, or when the Customer no longer has the right during the Term to keep the Loaner Units as more fully described in Attachment 1 hereto, the Customer shall promptly return all Loaner Units (if any) to HCUS by the fifteenth (15th) day after the earlier of (i) termination or expiration of this Agreement or (ii) the date when the Customer no longer has the right to keep the Loaner Units, as the case may be (such fifteenth (15th) day, the "Required Return Date"). When returned to HCUS, the Loaner Units shall be in the same operating order, repair, condition and appearance as when delivered to the Customer, ordinary wear and tear excepted. In the event that any of the Loaner Units is lost, stolen, or for any reason not returned to HCUS within twenty (20) business days after the Required Return Date, the Customer shall immediately pay to HCUS an amount equal to the replacement value of each such Loaner Unit as reasonably determined by HCUS. This replacement value amount is in addition to any other amounts owed under this Agreement, including, without limitation, amount owed pursuant to the terms and conditions set forth on Attachment 1 hereto.

(b) If this Agreement is terminated prior to the date of expiration, HCUS shall complete any repairs in progress and the Customer shall pay the pro rata portion of the Fee based on the period of time elapsed from the Effective Date through the date of termination.

9. **GOVERNMENT PROGRAM PARTICIPATION**. HCUS represents and warrants that it is not (1) excluded from participating in any "Federal health care program" as that phrase is defined in 42 U.S.C. § 1320a-7b(f) ("**Excluded**"), or (2) debarred, suspended, declared ineligible, or voluntarily excluded by any Federal department or agency (collectively, "**Debarred**"). In the event that HCUS, during the Term of this Agreement, is Excluded or Debarred, HCUS shall notify the Customer in writing within three (3) days after such event. Upon the occurrence of such event, whether or not notice is given to the Customer, the Customer may terminate this Agreement immediately upon written notice to HCUS.

10. **ACCESS TO BOOKS AND RECORDS**. If the Customer pays HCUS Ten Thousand Dollars ($10,000) or more during any twelve (12) month period within the Term of this Agreement, upon the Customer's request, HCUS shall retain and make available the contract, books, documents and records which are necessary to verify the cost of the services provided hereunder upon request of the Secretary of Health and Human Services, the United States Comptroller General, the Customer or any of the Customer's duly authorized representatives for a period of four (4) years after furnishing services pursuant to this Agreement or such other period as required by law. If HCUS carries out any of its duties under this Agreement through a subcontract, HCUS will cause such subcontract to contain a clause that requires the same requirements as this section does for HCUS.

11. **INDEMNIFICATION**.

(a) HCUS shall indemnify, defend and hold harmless the Customer, its directors, officers, employees, and agents, individually and collectively, from all unrelated third party claims and liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent arising from bodily injury, death or property damage proximately caused by the negligence of HCUS or any of its employees and/or agents who are employed or otherwise engaged by HCUS, in the performance of services under this Agreement.

(b) To the maximum extent permitted by law, the Customer agrees to indemnify, defend and hold harmless HCUS, its affiliates and its and their respective directors, officers, employees and agents, individually and collectively, from all unrelated third party claims and related liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees to the extent caused by or arising from bodily injury, death or property damage proximately caused by the acts or omissions of the Customer or any of its employees and/or agents who are employed or otherwise engaged by the Customer.

12. **LIMITATION OF WARRANTY, LIABILITY AND REMEDY**.

(a) EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, HCUS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

(b) In the event that HCUS is required to repair any Equipment pursuant to this Agreement, and HCUS does not repair and restore such Equipment to its proper working condition (ordinary wear and tear excepted), HCUS shall repair such Equipment again in a good and workmanlike manner such that the Equipment is restored to its proper working condition (ordinary wear and tear excepted). Notwithstanding anything to the contrary set forth herein, such repair is the exclusive remedy under this Agreement for HCUS's failure to repair and restore such Equipment to proper working condition (ordinary wear and tear excepted), and HCUS may repair the Equipment any number of times, but such repairs shall not affect the Term of this Agreement. Except as described in the foregoing sentences, HCUS's total liability for any claim relating to this Agreement shall be limited to the aggregate amount paid by the Customer to HCUS under this Agreement during the twelve (12) month period prior to the date when the claim was made. IN NO EVENT SHALL HCUS BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE OR PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE OR LOST PRODUCTIVITY, LOST FILES, IMAGES OR DATA, OR DAMAGES TO REPUTATION OR GOODWILL, RELATING TO THIS AGREEMENT, EVEN

IF HCUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NATURE OF THE CLAIM ASSERTED.

(c) If any court having jurisdiction finally holds that this limitation of warranties, liabilities and/or remedies is void or unenforceable, HCUS's liability for any claim shall be limited to the cost paid for the deficient services.

13. **MISCELLANEOUS**.

(a) Neither HCUS nor the Customer shall assign or transfer this Agreement, including, without limitation, by operation of law (including, without limitation, an assignment or transfer pursuant to or arising from the bankruptcy of the assigning party), consolidation, merger or otherwise without the prior written consent of the other party. Notwithstanding the foregoing, either party may, with written notice to the other party, assign its obligations under this Agreement to its parent company or any of its affiliates, provided that the assigning party remains fully liable under this Agreement for performance , and further provided that, with respect to the Customer, the Customer must be current in all payments due hereunder prior to any purported assignment. Any assignment not in compliance with this paragraph shall be null and void.

(b) HCUS shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, shortages of parts, strikes or labor disputes, failures of transportation, fire or flood or casualty, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) that are beyond HCUS's reasonable control.

(c) This Agreement and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the substantive laws of the State of Nevada without regard to the conflict of laws rules thereof (including, without limitation, its statutes of limitations) that would result in any other jurisdiction's laws being applied.

(d) The Customer acknowledges that, when entering into this Agreement, HCUS has relied upon the Customer's representation that the Equipment and Loaner Units will be used only by the Customer and only for business purposes. The Customer represents that it has the power to enter into this Agreement and that the person executing this Agreement on behalf of the Customer has been duly authorized and has all required corporate approvals.

(e) This Agreement (including the attached schedules) is the complete agreement of the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements regarding this subject matter. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless documented in writing and signed by authorized representatives of both parties. No officer or other representative of HCUS is empowered to modify this paragraph orally.

(f) HCUS and the Customer agree that the provisions contained in this Agreement are severable and divisible, that each such provision does not depend upon any other provision for its enforceability, and that each such provision set forth herein constitutes an enforceable obligation between the parties hereto. Consequently, the parties hereto agree that neither the invalidity nor the unenforceability of any provision of this Agreement shall affect the other provisions, and this Agreement shall remain in full force and effect and be construed in all respects as if such invalid or unenforceable provision were omitted.

(g) The waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach of the same or any other provision hereof.

(h) Contrary or additional terms and conditions contained in any purchase order or other communication sent by the Customer to HCUS shall be of no effect.

(i) If HCUS comes on site to Customer's facilities, HCUS shall abide by the relevant compliance policies of Customer governing such onsite access, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to HCUS upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. The HCUS's employees, agents subcontracts and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises and such breach shall be considered a material breach of this Agreement. None of the foregoing policies shall not be considered an amendment to this Agreement. **Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that HCUS' products are not subject to any Group Purchase Agreement and therefore: (1) Customer is hereby paying for and purchasing the services solely under the terms as described in this Agreement, (2) any requirement in any of the foregoing policies, procedures or other document incorporated herein requiring Customer to only pay for products or services purchased through Customer's Group Purchasing Organization is hereby null and void and (3) Customer represents and warrants that its Supply Chain Services Department has pre-approved of this Agreement after discussions with Customer's Executives (CEO, COO, CFO or CNO).**

(j) Each party hereto acknowledges that it has had ample opportunity to review this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement. The headings contained herein are for reference only and are not a part of this Agreement and shall not be used in connection with the interpretation of this Agreement. Delivery of an executed counterpart of this Agreement by facsimile transmission or in PDF format shall be as effective as delivery of an originally-signed counterpart of this Agreement.

(k) All notices permitted or required to be given under the terms of this Agreement shall be sent by personal delivery, United States Mail (certified postage prepaid, return receipt requested), or overnight delivery by a reputable carrier, and addressed as set forth on the first page above. Such notices shall be deemed given hereunder on the date of delivery thereof (or date of non-acceptance).

[Rest of page intentionally left blank]

Attachment 1

Additional Terms and Conditions Governing the Loaner Units

1. Loaner Units will be solely utilized by the Customer at the site location where the Loaner Units were shipped by HCUS (the "Site"). The Customer will be responsible for the cost of all consumable products to be used in connection with the Loaner Units, if any.

2. The Customer can only use the Loaner Units during the time that commensurate Equipment is being repaired by HCUS or one of its authorized service providers. Within fifteen (15) days after the Customer receives its repaired Equipment, the Customer must return the Loaner Units to HCUS at its Wayne, NJ offices using HCUS's Federal Express return labels.

3. The failure to return the Loaner Units within the fifteen (15) day period referenced above may be subject to public disclosure by HCUS pursuant to the Physician Payment Sunshine Act ("PPSA") or other similar laws. If required by applicable law and if the Customer fails to return the Loaner Units within the fifteen (15) day period referenced above, HCUS will report the value of the Loaned Units (beginning on the sixteenth (16th) day following delivery of the repaired Equipment to Customer) in accordance with applicable law.

4. Title to the Loaner Units is and will at all times remain with HCUS. The Customer will at all times keep the Loaner Units free and clear of all liens, attachments, encumbrances, charges, levies and other judicial process of any kind whatsoever. The Customer acknowledges that it has no rights of ownership, title or equity in any of the Loaner Units. HCUS may mark the Loaner Units as its property and the Customer will not remove or obscure any markings of HCUS's ownership. The Customer hereby authorizes HCUS and/or its agent to create, sign, and execute on behalf of the Customer any and all UCC-1 forms or other similar documents and amendments as may be necessary to notify third parties of, or perfect, HCUS's interest in each of the Loaner Units.

5. The Customer will be responsible for installation of the Loaner Units at the Site and the Customer will be responsible for the space, electricity and other utilities necessary for installation of the Loaner Units pursuant to HCUS's technical specifications. Under no circumstances will the Customer remove, or cause to be removed, any of the Loaner Units from the Site without the prior written consent of HCUS.

6. The Customer will ensure that all patient data are removed from the Loaner Units prior to shipping them back to HCUS, and will comply with all applicable Laws regarding the privacy of such data, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as the same may be amended from time to time. In the event that any of the Loaner Units are not in the same operating order, repair, condition and appearance as when delivered to the Customer, ordinary wear and tear excepted, HCUS will invoice the Customer the value of the repairs and parts necessary to return each such Loaner Unit to the same operating order, repair, condition and appearance as when delivered to the Customer and the Customer will pay such invoice within thirty (30) days of receipt thereof; provided, however, that if in HCUS's discretion any of the Loaner Units is beyond repair, HCUS will invoice the Customer the replacement value of each such Loaner Unit and the Customer will pay such invoice within thirty (30) days of receipt thereof.

7. The Customer will not attempt to disassemble, decompile, reverse engineer or derive source code from all or any portion of the Loaner Units, and will not permit or encourage any third party to do the same, at any time.

8. The Loaner Units are not considered "Equipment" for purposes of this Agreement and therefore, the Loaner Units are not covered by the services under this Agreement unless the Loaner Units themselves are expressly listed on Schedule B hereto with its serial numbers and identified as Loaner Units.

9. HCUS IS PROVIDING THE LOANER UNITS ON AN "AS IS" BASIS AND WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY OF THE LOANER UNITS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY THIRD PARTY.

10. Customer does not have any rights to any intellectual property and proprietary rights in or to any of the Loaner Units, and any improvements thereto or modifications thereof will be considered to be developed solely and independently by HCUS.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	PNC Bank National Association	
(Include d.b.a., if applicable)		
Street Address:	300 Fifth Avenue	**Website: PNC.com**
City, State and Zip Code:	Pittsburgh, PA 15222	**POC Name:** **Email:**
Telephone No:	267-960-4008	**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)
William Demchak	CEO	
Robert Reilly	Executive VP - CFO	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? *Xx*☐ 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

STEVE JASIUKIEWICZ
Print Name

VP - GENERAL MANAGER
Title

12/28/2022
Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: One

Corporate/Business Entity Name:	FUJIFILM Healthcare Americas Corporation	
(Include d.b.a., if applicable)		
Street Address:	81 Hartwell Avenue	**Website: https://healthcaresolutions-us.fujifilm.com**
City, State and Zip Code:	Lexington, MA 02421	**POC Name: Matthew Jones** **Email: matthew.jones@fujifilm.com**
Telephone No:	(800) 385-4666	**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)
N/A		

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

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

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

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

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

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

DocuSigned by:
Taisuke Fujita

Signature

Signer Name: Taisuke Fujita
Signing Reason: I approve this document
Signing Time: 1/8/2024 | 11:37:17 AM CST
637B887E69414798B1B094F5DE04FB04

Taisuke Fujita
Print Name

1/8/2024
Date

Title: Vice President, Endoscopy Division

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Master Purchasing Agreement with Vocera Communications, 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 Master Purchasing Agreement with Vocera Communications, Inc.; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000872000
Funded Pgm/Grant: N/A
Description: Master Purchasing Agreement
Bid/RFP/CBE: NRS 332.115(1)(h)
Term: 36 Months
Amount: $4,330,094.68 / Total
Out Clause: 30 days w/o cause

BACKGROUND:

This request aims to establish a 36-month Purchasing Agreement to create a quieter and more healing environment for patient care. It also seeks to enhance the safety of UMC's staff, simplify care coordination, and improve overall workflow efficiency by implementing a single, enterprise-wide communication and alert management platform. Additionally, this effort supports UMC's goal of achieving Magnet Status. UMC will compensate Vocera Communications, Inc., in the total amount of $4,330,094.68 for equipment and services.

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

UMC’s Chief Nursing Officer has reviewed and recommends approval of this Agreement. The Agreement was approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
December 10, 2025

Agenda Item #
7

vocera

Master Purchase Agreement for Vocera Solutions
Territory: United States and Canada

This Master Purchase Agreement for Vocera Solutions (this "Agreement" or "Master Purchase Agreement") is made by and between Vocera Communications, Inc., a Stryker company, on behalf of itself and its corporate affiliate(s) ("Vocera"), and the end user identified below ("End User"). The facilities included within End User, if any, are specified in Attachment 1.

1. **Preamble.** Vocera offers, and End User wishes to procure, certain Voice and Messaging products, including hardware, software, and related services, on the terms stated herein.
2. **Term and Termination.** This Agreement is effective as of the effective date specified below and shall remain in effect for three (3) years until earlier terminated in accordance with the termination provisions of Section 5 (Termination) of Attachment 2.
3. **Attachments.** This Agreement includes and incorporates the attachments indicated below and attached hereto:

Attachment	*Title*
1	End User Contact Information; End User Facilities
2	Supplemental Terms and Conditions US and Canada
3	Badge Products Limited Warranty US and Canada (Voice only)
4	End User License Agreement US and Canada
5	Cloud Services Agreement US and Canada
6	Software Maintenance and Technical Support US and Canada
7	Professional Services Agreement

The parties have expressly requested and required that the Agreement and all other related policies and documents, listed at paragraph 3 herein and attached hereto, be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les politiques et documents qui s'y rapportent, énumérés au paragraphe 3 du Contrat et ci-joints, soient rédigés en anglais. If a version of the Agreement and/or related policies and documents exists in a different language, the English language version shall prevail to the extent of any inconsistency.

4. **Governing Law.** This Agreement is governed by the laws of Nevada, excluding its principles of conflicts of laws. In any claim hereunder, the parties consent to the non-exclusive jurisdiction of, and venue in, the federal courts situated in Nevada. This consent to jurisdiction and venue supersedes any contrary provisions in any attachments to this Agreement. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date of signature below ("Effective Date").

Vocera Communications, Inc., a Delaware corporation	University Medical Center of Southern Nevada, a publicly owned and operated hospital created by the virtue of Chapter 450 of the Nevada Revised Statutes. ("End User"),
By: Clayton C. Romano	By:
Printed Name/Title: Clay Romano, Senior Director of Sales	Printed Name/Title: Mason Van Houweling, CEO
Date: December 2, 2025	Date:

Attachment 1
End User Contact Information; End User Facilities

1. Legal Notices and Other Communications.

Legal notices to Vocera shall be made in accordance with the Supplemental Terms and Conditions attached to this Agreement. Legal notices and other communications to End User shall be directed as follows:

End User:	**University Medical Center of Southern Nevada**
Address:	1800 W. Charleston Blvd. Las Vegas, NV. 89102
Attention:	Debra Fox
Telephone:	(702) 383-3864
Email:	Debra.Fox@umcsn.com

End User:	**University Medical Center of Southern Nevada**
Address:	1800 W. Charleston Blvd. Las Vegas, NV. 89102
Attention:	Legal Department - Contracts

2. Additional End User Facilities.

The following End User facilities ("Facilities") are entitled to order Products and Services hereunder. End User may provide written notice to Vocera of any new facility that comes under the control of End User during the Term and such facility shall thereupon be deemed a Facility. Any previously designated Facility no longer under End User's control shall no longer be deemed a Facility and End User agrees to provide written notice of such event to Vocera.

Legal Name	Doing Business As	City, State
University Medical Center of Southern Nevada	**University Medical Center: UMC, UMSN**	Las Vegas, NV

Attachment 2
Supplemental Terms and Conditions for Vocera Solutions
(Revision L)
Territory: United States and Canada

1. Definitions. Capitalized terms used herein shall have the same meaning given them in this Section 1 or other agreements to which Vocera has agreed in writing, unless otherwise defined herein. In these Supplemental Terms and Conditions, the following words and expressions have the following meanings:

1.1 "Billing Period" is the billing period that may be specified in a Quote for Subscription Term Products.

1.2 "Business Day" refers to a day of the week other than Saturday, Sunday and any state or national holiday at either the Vocera headquarters or End User location.

1.3 "**Cloud Services**" means certain services provided by Vocera and/or its designee to which End User and certain End User affiliates will be provided electronic access over the Internet for use in conjunction with Vocera Client Software, all as more specifically identified in Vocera's Quotes to End User referencing this Agreement and in Vocera's applicable Product Documentation. The Cloud Services are subject to the terms and conditions of the Cloud Services Agreement attached hereto as Attachment 5.

1.4 "Confidential Information" shall have the meaning set forth in Section 7 below (Confidential Information).

1.5 "End User" means the original user identified on the cover page of this Agreement, including any Facilities designated in Attachment 1.

1.6 "EULA" means an End User License Agreement applicable to the Software Products and attached to this Master Purchase Agreement.

1.7 "Hardware" means the Vocera wireless communications badge and related accessories purchased as part of a Vocera Communications System.

1.8 "Hardware Warranty" means the Badge Products Limited Warranty for Hardware purchased as part of a Vocera Communications Software system and attached to this Agreement.

1.9 "Intellectual Property Rights" means all legally cognizable rights with regard to patent laws, copyright laws, trademark laws, trade secret laws, and similar laws with respect to intellectual property throughout the world.

1.10 "License Key" means the coded token or username and password or other form of access control issued by Vocera which enables End User to use the Software.

1.11 "License Type" means the identification of whether the license for a Software Product is for a Perpetual Term or Subscription Term as specified in the Quote.

1.12 "Perpetual Term" means the duration of a Software license that continues for the length of the copyright in the associated Software, subject to the termination provisions of the EULA.

1.13 "Price" means the price of a Product set forth in the applicable Quote.

1.14 "Product" means one of the Vocera Hardware and/or Software products referred to in a Quote.

1.15 "Product Documentation" means the product documentation for the Products as provided in Vocera's Support portal at https://pubs.vocera.com/docportal/index.html.

1.16 "Purchase Order" means End User's purchase order for Products specified in a Quote issued by Vocera or an authorized Vocera reseller.

1.17 "Quote" means an outstanding Vocera firm written quotation or price list specifying the Product sold, Software licensed (including total number of authorized users), or Services to be provided by Vocera to End User hereunder.

1.18 "Service" means a service offered by Vocera, including, but not limited to, professional services, education, Cloud Services and technical support (described in the applicable Software Maintenance and Technical Support policy defined below).

1.19 "Software" means the Vocera Communications Software, Vocera Secure Messaging Software and/or Vocera Care Transition Software identified in End User's Purchase Orders submitted to Vocera under this Agreement.

1.20 "Software Maintenance and Technical Support" means the applicable Vocera Software Maintenance and Technical Support policy which is posted at *www.vocera.com/legal* and attached to this Agreement.

1.21 "Subscription Term" means the finite time period during which either use of a Software Product is licensed or access to Cloud Services is provided as specified in the Quote.

1.22 "USD" means United States Dollars.

1.23 "Vocera Care Transition Software" means the Vocera Care Transition software products licensed by Vocera pursuant to a EULA, in object code form only, for use with a Vocera Care Transition system.

1.24 "Vocera Communications Software" means the software licensed by Vocera pursuant to a EULA, in object code form only, for use with a Vocera Communications system.

1.25 "Vocera Secure Messaging Software" means the software licensed by Vocera pursuant to a EULA, in object code form only, for use with a Vocera Secure Messaging system.

2. Ordering.

2.1 Firm Purchase Orders. All Purchase Orders are firm and non-cancelable upon issuance by End User. End User may not cancel any Purchase Order or portion thereof after issuance unless Vocera has failed timely to notify End User of acceptance in accordance with Section 2.2 below.

2.2 Purchase Order Acceptance. No Purchase Order or change in Purchase Order shall be binding upon Vocera unless and until accepted by Vocera by written notice to End User or until Vocera ships all of the Products specified on the Purchase Order. Vocera will notify End User within five Business Days of Vocera's receipt of a Purchase Order or requested change in a Purchase Order of: (a) Vocera's acceptance or rejection thereof; and (b) the date estimated by Vocera for shipment of the Products ordered. Any Purchase Order not affirmatively accepted or rejected by Vocera as set forth above will be deemed rejected.

2.3 Arrears in Payment. Notwithstanding written acceptance of a Purchase Order for Products or Services, Vocera shall not be obligated to ship Products or perform Services where (a) End User is in arrears 30 days or more on payments owing to Vocera, or (b) the amount of the Purchase Order plus outstanding payments owing to Vocera by End User exceeds the credit limit established by Vocera for End User or (c) where End User is otherwise in material breach of an Agreement.

3. Shipment and Acceptance of Hardware Products.

3.1 Shipping. Anticipated shipment dates for Hardware Products shall be as specified in Vocera's written acceptance of the Purchase Order. Vocera will package and ship the Hardware Products, EX WORKS Vocera's point-of-origin (in accordance with Incoterms 2020). The Hardware Products will be shipped to the location specified on the Purchase Order, by a mode of shipment selected by Vocera and agreed upon by End User. In the absence of specific shipping and routing instructions, Vocera reserves the right to make selections of common carrier and method of shipment. Vocera shall endeavor to obtain commercially reasonable rates from its shipping vendors for shipments hereunder. Title to the Hardware (except title to Software incorporated therein), and risk of loss or damage will pass to End User upon delivery of the Hardware Products by Vocera to the common carrier. Vocera reserves the right to make partial shipments by line item to End User and invoice End User for such partial shipments. If the shipment of a Hardware Product is delayed by more than 10 Business Days from the anticipated shipment date provided by Vocera, End User's sole and exclusive remedy for such late shipment is the right to cancel the order on two Business Days' notice to Vocera.

3.2 Hardware Products Acceptance. Within 15 days following shipment of any Hardware Product by Vocera, End User may notify Vocera that the Hardware Product is "dead on arrival" or fails to conform to the Product Documentation on first use ("Out-of-Box Failure"). Vocera will have 10 days to respond or issue a Return Material

Authorization (RMA) number in accordance with the Hardware Warranty. Vocera will ship a new replacement Hardware Product upon receipt of the affected Product, which is to be returned to Vocera, freight collect. The foregoing is End User's sole and exclusive remedy for an Out-of-Box Failure. If no Out-of-Box Failure of a Hardware Product is reported as above, such Hardware Product shall be deemed irrevocably accepted at the end of the stated period, any subsequent problems shall be addressed through Vocera's Hardware Warranty program.

4. Prices and Payment.

4.1 Prices and Taxes. The Prices do not include shipping charges, insurance, or sales, use, excise, withholding or other taxes, tariffs and duties. Consequently, End User shall pay, or reimburse Vocera for, the gross amount of all shipping charges and any present or future sales, use, excise, withholding or other taxes, tariffs and duties applicable to the sale or furnishing of any Products. In lieu of a specific tax, End User may provide Vocera with a tax exemption certificate acceptable to the applicable taxing authority.

4.2 License Type and Fees for Software and Cloud Services.

(a) Software

(i) Vocera Software may be licensed either for a Subscription Term or a Perpetual Term, as further specified on the Quote. Vocera will issue the initial invoice for the Prices for the Software Products on the date of issuance of the applicable License Key. Vocera will issue such License Key to the End User email address designated on the Quote or such other email address provided to Vocera in writing. End User agrees issuance of such License Key to such End User email address shall constitute delivery of the Software which shall be deemed accepted upon such delivery.

(ii) For Subscription Term Software. If End User's Quote specifies a Subscription Term or otherwise identifies a Billing Period that is a fixed period of time, then such Software shall be considered licensed for a fixed Subscription Term. At the conclusion of each new or renewal Subscription Term, the Subscription Term Prior to the end of each such term, either (i) Vocera issues a Quote for an extended Subscription Term and End User issues and Vocera accepts a corresponding Purchase Order or (ii) either party provides written notice of non-renewal to the other.

(iii) For Perpetual Term Software. Unless End User's Quote specifies a Subscription Term (as described in Section 4.2(a) above), End User's license shall be for a Perpetual Term.

(iv) For Pilot Software Licenses. From time to time, Vocera may also issue a pilot license for certain Software on a trial basis, in which case the term shall be limited to the term specified by Vocera in writing.

(b) Cloud Services. End User shall pay the applicable Price for the Cloud Services as specified in the applicable Quote and accepted Purchase Order hereunder. Except as otherwise specified herein or in a Quote, (i) Prices are based on Cloud Services purchased and not actual usage by Users, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the applicable Quote. Prices for Cloud Services are based on annual period(s) that begin on the Subscription Term start date and each anniversary thereof; therefore, fees for End User subscriptions added in the middle of a Subscription Term will be charged on a pro-rated basis for the remaining Subscription Term. All fees paid for Cloud Services are non-refundable.

4.3 Payment. Payment shall be due net thirty (30) days from the date of invoice (subject to credit verification), which shall be on or subsequent to the (i) date of shipment of Hardware Products, (ii) the date of issuance of the applicable License Key for Software Products and Software Maintenance and Technical Support, (iii) the date Cloud Service are deemed System Ready (as defined in the Cloud Services Agreement), or (v) the anniversary date for renewal Subscription Terms. Each delivery and partial shipment of Products will be considered a separate and independent transaction for which End User is required to make payment. End User shall not make deductions in anticipation of credit allowances. Vocera reserves the right to periodically request financial statements and reference information from End User for the purpose of establishing and maintaining open credit account terms. Vocera reserves the right to change payment terms (including without limitation requiring End User to secure payment through an irrevocable letter of credit) if at any time, in Vocera's sole discretion, End User's financial condition or payment record so warrants.

5. Termination.

5.1 Termination by Vocera for Cause. Vocera may, at its option, terminate this Agreement and corresponding Software licenses, disable the Software, and accelerate the amounts due to Vocera if: (a) End User fails to pay Vocera any monies due and payable to Vocera within fifteen (15) days after written notice of non-payment from Vocera; (b) End User fails to cure any material breach of its obligations under this Agreement within thirty (30) days

after Vocera provides written notice setting forth the alleged default; or (c) End User breaches any term of any other agreement between End User and Vocera and does not cure the breach within applicable cure periods, if any.

5.2 Termination by End User for Cause. If End User claims that Vocera has materially defaulted in the performance of the duties and obligations of Vocera as expressly set forth herein, End User shall provide written notice specifically setting forth the alleged default(s) and Vocera shall have thirty (30) days within which to cure such default. If Vocera fails to cure said breach within thirty (30) days of receipt of such notice, then End User may terminate this Agreement for Cause.

5.3 Termination for Convenience. Either party may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to the other party so long as no Subscription Term or Software Maintenance and Technical Support term remains in effect at the time of termination. A termination for convenience shall have no impact on Purchase Orders for Subscription Terms and/or Software Maintenance and Technical Support terms provided by End User before the effective date of such termination..

5.4 Effect of Termination. Upon termination of this Agreement for any reason (a) End User shall immediately discontinue all use of the corresponding Software Products and/or Cloud Services, (b) the provisions of this Agreement pertaining to the confidentiality, non-use and nondisclosure of Confidential Information (as defined below) in Section 7 and Sections 8, 9, 10 and 11 shall survive, and (c) within ten (10) business days of termination, End User shall return to Vocera all copies of the corresponding Software (including updates and enhancements) and Product Documentation or other related materials, or certify to the destruction thereof.

5.5 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 End User for the then current fiscal year under the Local Government Budget Act. End User may terminate this agreement effective upon delivery of written notice to Vocera under any of the following conditions:

(1) if End User's funding is not obtained and continued at levels sufficient to allow for purchase of the specified Products and Services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
(2) if federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.

End User agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. Termination under this Section shall not relieve End User of its obligations incurred through the date of termination.

6. Product Changes. Vocera shall have the right, in its absolute discretion, without liability to End User, to update to provide new functionality or otherwise change the design of any Product or to discontinue the manufacture or sale of any Product. Vocera shall notify End User at least 90 days prior to the delivery of any Product which incorporates a change that adversely affects form, fit or function ("Material Change"). Vocera shall also notify End User at least 90 days prior to the discontinuance of manufacture of any Product. Notification will be made as soon as reasonably practical for changes associated with regulatory or health and safety issues.

7. Confidential Information.

7.1 Definition. "Confidential Information" of one party (the "Disclosing Party") means any and all technical, financial, and business information of the Disclosing Party or of a third party to whom the Disclosing Party has an obligation of confidentiality, whether disclosed to the other party (the "Receiving Party") before or after the Effective Date and whether disclosed in writing, orally, or by electronic delivery, including without limitation any information relating to the Disclosing Party's or such third party's techniques, algorithms, know-how, current, future and proposed products and services, suppliers, research, engineering, designs, financial information, procurement requirements, purchasing, manufacturing, customer and End User lists, business forecasts, sales and merchandising, and marketing plans. Notwithstanding the foregoing, Confidential Information includes only that information that: (i) if delivered in writing or electronically, is designated conspicuously as "Confidential" or the like; (ii) if delivered otherwise, is identified as confidential at the time of first disclosure and is summarized in a writing sent by the Disclosing Party to the Receiving Party within 30 Business Days of any such disclosure; and (iii) the Receiving Party knows or should know

is of a confidential or proprietary nature based on the circumstances of disclosure and/or the nature of the information disclosed.

7.2 Obligations. The Receiving Party will maintain in confidence all Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance. The Receiving Party will limit the disclosure of Confidential Information of the Disclosing Party to those of its and its corporate affiliates' employees, agents, attorneys and contractors ("Representatives") with a bona fide need to access such Confidential Information for the Receiving Party's exercise of its rights and obligations under the Agreement; provided that all such Representatives are subject to binding use and disclosure restrictions at least as protective as those set forth herein. The Receiving Party and its Representatives may use the Confidential Information for purposes of performing the Receiving Party's obligations or exercising its rights under the Agreement. The Receiving Party hereby guarantees the performance of the provisions hereof by each person obtaining Confidential Information directly or indirectly from such Receiving Party. The Receiving Party will promptly give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware and will assist the Disclosing Party in remedying such unauthorized use or disclosure. The Receiving Party will not reverse engineer, disassemble, or decompile any Products, samples, prototypes, or other tangible objects provided by the Disclosing Party hereunder except with the express written authorization of the Disclosing Party. The obligations set forth in this paragraph shall survive for a period of three years after the longer of expiration or termination of the Agreement, if applicable, or the Quote Expiration Date.

7.3 Exclusions. The foregoing obligations on use and disclosure will not apply to any specific Confidential Information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) the Receiving Party can demonstrate by written evidence was rightfully in the Receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) the Receiving Party can demonstrate by written evidence was independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure. Notwithstanding the obligations on use and disclosure set forth above, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law, regulation, or court order, provided, however, that the Receiving Party notifies the Disclosing Party promptly after becoming aware of its obligation to make such disclosure (unless such notice is prohibited by applicable law) and permits the Disclosing Party to seek a protective order or otherwise to challenge or limit such required disclosure.

7.4 Return of Information. Upon the expiration or termination of the Agreement, if applicable, or the Quote Expiration Date, the Receiving Party shall, upon request from the Disclosing Party: (i) return to the Disclosing Party all documents, samples, tapes, magnetic disks, CDs, and other tangible items containing or representing the Disclosing Party's Confidential Information and all copies thereof (other than Products and Product Documentation already paid for by End User) in whatever form; (ii) erase or destroy all of Disclosing Party's Confidential Information contained in computer memory or data storage apparatus, except that the Receiving Party may retain a copy of the Confidential Information for archival or recordkeeping purposes or pursuant to Receiving Party's standard back-up procedures; and (iii) certify to the Disclosing Party in writing signed by a duly-authorized officer of the Receiving Party that the Receiving Party has complied with the terms of this Section.

7.5 Public Records. Notwithstanding any provision in this Agreement to the contrary, Vocera acknowledges that End User 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 End User receives a demand for the disclosure of any information related to this Agreement which Vocera has claimed to be confidential and proprietary, End User will immediately notify Vocera of such demand and Vocera shall immediately notify UMC of its intention to seek injunctive relief in a Nevada court for a protective order. In the absence of a notification or a protective order from a Nevada court, End User will release the requested information without any further obligation or liability. For the avoidance of any doubt, Vocera hereby acknowledges that this Agreement will be posted for approval by End User's governing body. Vocera deems its pricing information and implementation processes and methods to be its trade secrets. Vocera shall

provide redacted Quotes, statements of work or other agreement or document under this Agreement containing Vocera trade secrets for public posting by End User.

8. Privacy; CCPA.

8.1 Protected Health Information. This Section applies only to End Users regulated under state and federal laws regarding individually identifiable health information ("Protected Health Information" or "PHI") including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and rules and regulations adopted in connection therewith. Vocera acknowledges that such End Users may be subject to various state and federal laws regarding the confidentiality and security of PHI, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) commonly known as HIPAA as well as the rules and regulations adopted and to be adopted in connection therewith. If in the course of performing its obligations under this Agreement, Vocera obtains or has access to PHI, Vocera agrees that any PHI received by it shall be held strictly confidential, and shall not be used by Vocera or disclosed by Vocera except as specifically provided in a separate writing or as permitted by law. If End User is deemed a "Covered Entity" and Vocera is deemed a "Business Associate" under applicable law, the parties shall be subject to the Business Associate Agreement which is mutually agreed to in writing by the parties. The Vocera Products are communication tools only and not a substitute for professional healthcare. Vocera is not a provider of healthcare services. End User and its employees and agents remain solely responsible for timely, accurate and complete communications related to healthcare and are solely responsible for the timeliness and quality of healthcare and services provided by End User and its agents.

8.2 Privacy and the CCPA. "Personal Information" shall have the meaning set forth in the California Consumer Protection Act and its implementing regulations ("CCPA") and in other applicable laws, as the case may be. "Personal Information" shall not include PHI subject to the terms set forth in Section 8.1 above. Vocera will process, retain, use, and disclose Personal Information only as necessary to provide the Service and Products under this Agreement and as permitted under the CCPA or other applicable laws. Vocera agrees not to sell End User's Personal Information and agrees not to retain, use, or disclose End User's Personal Information for any commercial purpose other than providing the Service and Products under this Agreement to End User; provided, however that, Vocera may internally use the Personal Information as permitted under the CCPA or other applicable laws. Vocera will implement and maintain the reasonable security procedures and practices appropriate to the nature of the Personal Information it processes.

9. Defense of Certain Claims.

9.1 Defense. Vocera will, at its own expense, defend End User from or settle any third party claim, suit or proceeding brought against End User to the extent it is based upon a claim that any Product used as contemplated by the Product Documentation: (i) infringes in the applicable Territory defined in this Agreement upon any patent, trademark or any copyright or (ii) misappropriates any trade secrets of any third party alleged to be valid in the Territory ("IP Right"). Vocera will indemnify and hold End User harmless from all amounts (i) awarded by a court of competent jurisdiction in such matter (including damages, costs and fees) but only to the extent attributable to an allegation that End User's use of the Product, authorized hereunder, infringes an IP Right or (ii) agreed in a settlement to which Vocera has assented in writing. The foregoing is contingent on End User providing Vocera prompt written notice of any such claim or action and giving Vocera full information and assistance in connection with defending and/or settling such claim, at Vocera's sole expense. Vocera shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. If a Product is, or in Vocera's opinion might be, held to infringe or misappropriate as set forth above, Vocera may, in addition to its aforementioned obligations and at its sole option and expense, replace or modify such Product so as to avoid infringement or misappropriation, or procure the right for End User to continue the use of such Product. If neither of such alternatives is, in Vocera's opinion, commercially reasonable, at Vocera's request, such Product shall be returned to Vocera and Vocera's sole and exclusive liability, in addition to its obligation to reimburse awarded damages, costs and expenses as set forth above, shall be to refund the amounts paid for such Product by End User, amortized over a useful life of five (5) years. If the "Territory" is not otherwise defined in an agreement between the parties, "Territory" shall mean the country where the primary use of the Product occurs.

9.2 Limitations. The foregoing obligations of Vocera will not apply to any claim arising out of: (i) the alteration of a Product by End User or a third party, (ii) the combination of a Product with goods or services not provided by Vocera where such infringement arises from the combination and where the Product could have been used, in the

manner contemplated by its applicable Product Documentation, in a manner not giving rise to such infringement, or (iii) the failure to use the latest version of any software contained in any Product, in each case to the extent that infringement or misappropriation otherwise would have been avoided.

9.3 ENTIRE LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, VOCERA'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS PROVISION SHALL BE A SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS, THE ALLEGED INFRINGEMENT OR MISAPPROPRIATION THEREOF AND ANY IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF NON-INFRINGEMENT.

10. Damages Exclusions and Limitations.

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, VOCERA'S LICENSORS (AS DEFINED IN THE APPLICABLE EULA) DISCLAIM ALL LIABILITY TO END USER FOR DAMAGES OF ANY KIND AND NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR:

- **(A) LOST PROFITS, LOST REVENUE, LOST INTEREST, LOST GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OF OR INTERRUPTION TO BUSINESS;**
- **(B) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;**
- **(C) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO TRANSACTIONS UNDER THIS AGREEMENT (I) HOWEVER CAUSED OR ALLEGED TO BE CAUSED, (II) EVEN IF VOCERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (III) WHETHER GROUNDED IN WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, CIVIL LIABILITY OR OTHER CAUSE OF ACTION OR CLAIM UNDER OR IN CONNECTION HEREWITH OR THE SUBJECT MATTER HEREOF, AND (IV) REGARDLESS OF WHETHER MADE IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND (COLLECTIVELY, "CLAIM"); OR**
- **(D) ANY AMOUNT EXCEEDING THE "LIABILITY LIMIT" (AS DEFINED BELOW).**

THE "LIABILITY LIMIT" IS THE AMOUNT ACTUALLY PAID BY END USER FOR THE SPECIFIC PRODUCT UNITS, SOFTWARE, OR SERVICES SUBJECT TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM FOR (I) SOFTWARE WHERE THE CLAIM PRIMARILY RELATES TO SOFTWARE, INCLUDING BUT NOT LIMITED TO SOFTWARE LICENSED TO VOCERA BY THIRD PARTIES, OR TO VOCERA'S EULA; (II) HARDWARE PRODUCTS WHERE THE CLAIM RELATES PRIMARILY TO HARDWARE PRODUCTS OR TO THE HARDWARE WARRANTY; (III) SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO VOCERA'S SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT; (IV) SERVICES OTHER THAN SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO SUCH SERVICES, AND/OR AN STATEMENT OF WORK PURSUANT THERETO; AND, WHERE CLAUSES (I) THROUGH (IV) ARE NOT APPLICABLE, (V) PRODUCTS AND/OR SERVICES AS APPLICABLE.

NOTHING IN THIS SECTION 10 SHALL LIMIT A PARTY'S LIABILITY TO THE OTHER PARTY FOR MISAPPROPRIATION OR INFRINGEMENT OF A PARTY'S INTELLECTUAL RIGHTS BY THE OTHER PARTY.

IF ANY PART OF THIS SECTION 10 IS FOUND TO BE UNENFORCEABLE BY ANY COURT OR COMPETENT AUTHORITY OR WOULD BE FOUND TO BE UNENFORCEABLE IF IT WERE INTERPRETED OR CONSTRUED IN A PARTICULAR WAY, THEN, THE RELEVANT WORDING SHOULD BE INTERPRETED OR CONSTRUED SO AS TO AVOID SUCH A FINDING AND THAT, IN THE EVENT OF SUCH A FINDING, THE REMAINDER OF THE PROVISION IN QUESTION SHALL BE INTERPRETED OR CONSTRUED TO GIVE IT FULL EFFECT.

(3) **General.**

a. **Notices**. Any notice required to be given hereunder shall be in writing and shall be given by facsimile or email (confirmed by regular mail), personal delivery (including by professional courier), or mailing (by first class prepaid mail, return receipt requested). Notices to Vocera shall be sent as follows:

Notices to Vocera Accounts Receivable:	
Address:	Vocera Communications, Inc. Attention: Accounts Receivable 3030 Orchard Parkway San Jose, CA 95134
Telephone:	408-882-5100
Facsimile:	408-882-5101
E-mail:	vcaccountsreceivable@stryker.com
Other Notices to Vocera:	
Address:	Vocera Communications, Inc. Attention: Law Department 3030 Orchard Parkway San Jose, CA 95134
Telephone:	408-882-5990
Facsimile:	408-882-5901
E-mail:	vclegal@stryker.com
Payments (unless otherwise agreed in writing) should be made by one of the following methods:	
Checks:	
Address:	Vocera Communications, Inc. Attention: Accounts Receivable 3030 Orchard Parkway San Jose, CA 95134
Domestic Wire Transfer:	
To:	US BANK N.A.
Routing & Transit #:	121122676
For Credit Of:	Vocera Communications, Inc.
Credit Account #:	153497052594
By Order Of:	*Reference End User name, invoice number(s) or PO number(s)*
International Wire Transfer	
Pay To:	US BANK N.A.
Swift Code:	USBKUS44IMT
For Credit Of:	Vocera Communications, Inc.
Final Credit Account #:	153497052594
By Order Of:	*Reference invoice number(s) or PO number(s)*

Notices to End User shall be sent to any address specified in Attachment 1 of this Agreement. In the case of personal delivery, notice shall be deemed to have been given upon actual receipt. In the case of email or facsimile, notice shall be deemed to have been given upon the date the transmitting machine confirms such transmission. In the case of mailing, such notice shall be deemed to have been given seven Business Days after such mailing. The foregoing shall not be construed as limiting Vocera's right to give notice by posting updated information on Vocera's website to the extent otherwise provided herein.

b. **Relationship of Parties**. Nothing in the Agreement or any other document or agreement between the parties shall constitute or be deemed to constitute a partnership between the parties. The relationship between the parties shall be that of seller and buyer, respectively. End User, its officers, agents and employees, shall under no circumstances be considered the officers, agents, employees or representatives of Vocera. Neither party shall have the right to enter into any contracts or binding commitments in the name of or on behalf of the other party in any respect whatsoever.

c. **Assignment**. The Agreement is personal to the parties, and neither party may assign or otherwise transfer any of its rights or obligations hereunder, whether voluntarily or otherwise, without the prior written consent of the other; provided, however, that either party may assign in connection with an acquisition of all or substantially all of the assets or equity of such party by a third party. Any other attempted assignment or transfer without such consent shall

be null and void. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

d. **No Other Agreements**. All previous agreements and arrangements (if any) made by Vocera and End User and relating to the subject matter hereof are hereby superseded. This Agreement, including all attachments and incorporated policies, embodies the entire understanding of the parties with respect thereto. This Agreement may only be amended by a writing signed by the parties. The foregoing does not limit Vocera's rights to provide, establish, post, publish, or amend Product Documentation, materials, and policies subject to the express limitations in this Agreement.

e. **Waiver**. No waiver or amendment of any provision hereof shall be valid unless in writing. Any waiver shall only be applicable to the specific incident and occurrence waived. The failure by either party to insist upon strict performance, or to exercise any rights hereunder, shall not act as a waiver.

f. **Force Majeure**. Neither party shall be liable for any failure to perform any of its obligations hereunder (other than the payment of money) which results from an act of God, the elements, fire, flood, component shortages, terrorism, riot, insurrection, industrial dispute, accident, war, embargoes, restrictions imposed by statute, governmental regulation or the order of a court of competent jurisdiction, or any other cause beyond the reasonable control of the party.

g. **Interpretation**. Headings in any portion of this Agreement are for convenience only and will not in any way define or affect the meaning, construction, or scope of the provisions hereof. If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity of the remaining provisions.

h. **Injunctive Relief**. Each party acknowledges that the disclosure of Confidential Information to the other party creates a relationship in which each is placing confidence and trust in the other, and that the unauthorized disclosure or use of such information would cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, each party agrees that, notwithstanding anything in the Agreement to the contrary, a party may seek to enforce its rights with respect to the protection of such party's Confidential Information or Intellectual Property Rights hereunder, or the licensing of software, through equitable relief in a court of competent jurisdiction, including but not limited to an immediate injunction, and each party hereby waives any argument that the other has an adequate remedy at law.

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

j. **Compliance with Law**. Each party shall carry out its activities under the Agreement in full compliance with all applicable laws, including, without limitation, the U.S. Export Administration Act of 1979, as amended, the Export Administration Regulations thereunder, and the export laws and regulations of other jurisdictions as applicable. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to the Agreement.

k. **Counterparts**. If an Agreement is executed in counterparts, the counterparts when executed and delivered, shall each be deemed an original and taken together shall constitute one and the same instrument.

l. **Language**. The parties have expressly requested and required that these Supplemental Terms and Conditions and all other related policies and documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les politiques et documents qui s'y rapportent soient rédigés en anglais. If a version of these Supplemental Terms and Conditions exists in a different language, the English language version shall prevail to the extent of any inconsistency.

m. **Conflict**. The terms of this Agreement shall prevail in the event of a conflict with any otherwise applicable law for the protection of proprietary rights. Any different or additional term preprinted on any End User Purchase Order, Vocera Invoice or similar document are hereby rejected, notwithstanding any term set forth therein to the contrary.

n. **Insurance.** Vocera shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with limits of $1,000,000 per occurrence and $2,000,000 annual aggregate; (ii) commercial automobile liability insurance with combined single limits of $1,000,000 per accident for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance covering all employees as required by applicable law and employer's liability insurance subject to limits of $1,000,000 per accident and $1,000,000 per employee and policy limit for disease. At Customer's written request, certificates of insurance shall be provided by Vocera. To the extent permitted by applicable laws and regulations, Vocera shall be permitted self-insure to comply with these requirements.

o. **Screening of Certain Personnel.**

(a) Vocera obtains pre-employment background screening reports as a condition of employment. All pre-employment inquiries are limited to information that affects job performance and the workplace. Screening is conducted in accordance with applicable federal and state laws including the Fair Credit Reporting Act (FCRA). The screenings are by an outside agency. The screening report includes information concerning driving record, education records, and civil/criminal court records (over the last seven years).

(b) All employees that are expected to provide professional services at the End User site are required to take a standard drug urine test designed to detect casual drug use that occurred within the past 72 hours. Testing is performed at Substance Abuse and Mental Health Services Administration (SAMHSA)-certified laboratories. The drug test is a ten panel test that includes and supplements the federally mandated (SAMHSA/DOT) five-drug panel. The ten panel screens for the presence of the following drugs and drug classes: amphetamines (amphetamine and methamphetamine), barbiturates (amobarbital, butalbital, pentobarbital, phenobarbital, and secobarbital), benzodiazepines, cocaine metabolite, marijuana metabolites, methadone, methaqualone, opiates (codeine and morphine), phencyclidine, and propoxyphene.

p. **Compliance with Disclosure Law.** To the extent required by law the following provision applies: End User and Vocera agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vocera further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Vocera shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Vocera that are necessary to verify the nature and extent of the costs charged to End User hereunder. Vocera further agrees that if Vocera carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (USD 10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

q. **Debarment**. Vocera represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs. Vocera shall notify End User immediately, in writing, of any change in this representation during the term of this Agreement. Such change in circumstances shall constitute cause by the End User to immediately terminate this Agreement. For purposes of this paragraph, Vocera is defined as the entity entering into this contract, and/or its principals, employees, directors and officers and shareholders (provided, however, that, if Vocera is publicly traded, the term "Vocera" shall not include shareholders owning publicly traded shares of Vocera).

r. **Personal Inducements**. Vocera represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Vocera to End User and/or the employees, officers, or directors of End User or its member hospitals, or, to any other person, party or entity affiliated with End User or its member hospitals, as an inducement to purchase or to influence the purchase of products or services by End User from Vocera.

s. Conflicts of Interest. Except as may be disclosed in writing by Vocera, Vocera represents that no employee, director or officer of End User or any member hospital of End User is a partner, member or shareholder of, or, has a direct ownership interest in Vocera. For purposes of this Section, the term "direct ownership interest" shall include, but not be limited to, the following transactions or relationships between an employee, director or officer of End User or any member hospital of End User and Vocera: (a) consulting fees, honoraria, gifts or other emoluments, or "in kind" compensation; (b) equity interests, including stock options, of any amount (or entitlement to the same); (c) royalty income (or other income) or the right to receive future royalties (or other income); (d) any non-royalty payments or entitlements to payments; or (e) service as an officer, director, or in any other role, whether or not remuneration is received for such service. A breach of any representation under this Section shall be grounds for immediate termination of this Agreement.

Attachment 3 (for Voice Only)
Badge Products Limited Warranty ("Limited Warranty")
(Revision O)
Territory: United States and Canada

1. Standard Warranty.

a. Standard Warranty. Vocera warrants that the wireless communication badges, smartbadges, telephones, batteries and battery chargers sold by Vocera ("Devices") conform substantially to the specific applicable materials listed under "Documentation" at *www.vocera.com/legal* and are free from defects in materials and workmanship for one year from shipment to the original end user who purchases the Devices ("End User"). Vocera further warrants that clips, lanyards and other such accessories sold by Vocera for use with the Devices ("Accessories" and, together with Devices, "Hardware") are free from defects in materials and workmanship for 3 months from shipment to the End User. This Limited Warranty applies only to the End User. The End User must provide written notice to Vocera that any Hardware is not as warranted no later than 10 business days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, at its option and to the extent permitted by law, Vocera will at no charge either: (1) repair or replace the Hardware with functionally equivalent new, previously opened, or refurbished parts and replacements or (2) refund the net price paid to Vocera for the original Hardware. The repaired or replacement Hardware is warranted for the remaining warranty term of the original Hardware. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective Hardware in accordance with Section 4 (Return Materials Authorization) below. The replacement Hardware becomes the property of the End User and the Hardware replaced becomes the property of Vocera.

b. Optional Extensions of Standard Warranty. End User may purchase optional warranty extensions for the Standard Warranty for Devices as offered by Vocera from time to time, but only if End User purchases such warranty extension at the same time as End User purchases the Device. Upon such purchase, End User's Standard Warranty as set forth in Section 1(a) above shall extend for the applicable time increment beyond the initial one year warranty term for such Devices as described in the Standard Warranty above.

c. Standard Warranty Exclusions. The Standard Warranty does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by Vocera, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, use of chemicals outside of Vocera's equipment cleaning guidelines, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (l) performance of Hardware in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with Vocera Devices), (m) any Hardware which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (n) engraving; (o) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of Vocera.

2. Customer Care Warranty Option for B3000 and B3000n Badges Only.

a. Option to Add Customer Care Warranty. In addition to the Standard Warranty provided above, Vocera offers an optional Customer Care Warranty coverage solely for B3000 and B3000n badges ("B3 Badges") which are accidently damaged in normal use ("Accidental Damage"). The Customer Care Warranty option may only be purchased for the same duration as the Standard Warranty for such badge (e.g. End User may only purchase a two year Customer Care Warranty extension if End User has purchased a two year Standard Warranty Extension).

b. B3 Customer Care Warranty Coverage. Under the B3 Customer Care Warranty, Vocera shall either repair or replace each B3 Badge that has Accidental Damage where, as a result of such Accidental Damage, the B3 Badge no longer conforms substantially to the applicable Documentation. If Vocera determines replacement of the badge is necessary, the replacement badge shall consist of a functionally equivalent and new or refurbished B3 Badge. The repaired or replacement badge is warranted under the Customer Care Warranty for the remaining warranty term of the original badge. This Customer Care Warranty applies only to the End User. The End User must provide written notice

to Vocera that it plans to return any B3 Badge covered under this Customer Care Warranty no later than 10 days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective or damaged B3 Badge in accordance with the Vocera Badge Products RMA policy detailed below. The foregoing states End User's sole and exclusive remedy for under the B3 Customer Care Warranty.

c. B3 Customer Care Warranty Exclusions. The Customer Care Warranty does not apply and is void with respect to: (a) any damage caused by intentional abuse, exposure to fire, biological waste, hazardous materials, use of chemicals outside of Vocera's equipment cleaning guidelines or acts of God; (b) cosmetic imperfections of the external components that do not affect functionality or operation of the badge; (c) costs of any installation or deinstallation of the badge; (d) badges from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible; (e) badges operated outside published environmental parameters; (f) nonfunctional performance of badges which occurs when the badge is used in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with B3 Badges); (g) B3 Badges which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (h) engraving; or (i) batteries, battery charges, Accessories or any other hardware not manufacture or supplied by Vocera. Vocera reserves the right to refuse to repair or replace any badge which Vocera reasonably believes is not covered by the Customer Care Warranty, and in such event will notify End User and provide End User with the option to either have Vocera return the badge to End User at End User's expense or dispose of the badge.

3. Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, AS APPLICABLE, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT THE END USER IS PURCHASING THE HARDWARE FOR THE PURPOSES OF A BUSINESS, AND NOT FOR HOUSEHOLD OR CONSUMER USE. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER. IF ANY CONDITION OR WARRANTY IMPLIED BY LAW IN RELATION TO THE SALE OR SUPPLY OF GOODS WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT IS BREACHED THEN, TO THE EXTENT PERMITTED BY LAW, END USER'S REMEDY IN RESPECT OF SUCH CONDITION OR WARRANTY IS LIMITED, AT VOCERA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE APPLICABLE WARRANTY CLAUSE ABOVE.

4. Return Material Authorization (RMA).

a. End Users supported by a Reseller should contact the Reseller directly for instructions.

b. End Users supported directly by Vocera should request a Return Material Authorization (RMA) number by logging into the Technical Support Portal at: *www.vocera.com/support* and opening an RMA case. Alternatively, End Users may open a RMA case by calling Technical Support using the contact information posted at *www.vocera.com/contact-us*. Upon authorization of the return, the End User will be provided with an RMA number which will be valid for thirty (30) days from the date of issuance. Full instructions, including diagnostic criteria and information regarding eligible warranty returns, are available on the Vocera Technical Support Portal. Assistance in using the Vocera Technical Support Portal may be obtained by sending an email to vcsupport@stryker.com.

c. Once an RMA number is issued, please properly package the equipment being returned and label the outside of the package with the assigned RMA number. End User will be provided with a shipping address when an RMA is authorized. End User is responsible for shipping charges (including shipping insurance) to return products to Vocera. Vocera is responsible for shipping charges to return to End User any products repaired or replaced in accordance with the applicable warranty (including Customer Care provisions, if applicable). Repaired or replace Vocera badges will be in reset to a default state of the then-current Vocera firmware release for the badge. Product returned to Vocera without an active RMA number, or product which does not match the RMA case details or does not qualify for warranty support may be returned to the End User by Vocera as is and without repair.

5. Updates.

If Vocera hereafter posts any new or modified version of this Limited Warranty, such new or modified version will apply to products ordered subsequent to the date of such posting.

Attachment 4
End User License Agreement
(Revision L)
Territory: United States and Canada

YOU MAY NOT USE VOCERA-PROVIDED SOFTWARE UNLESS YOU AGREE TO THESE PROVISIONS. BY USING THIS SOFTWARE, YOU AGREE TO ALL OF THESE PROVISIONS.

1. Introduction. This End User License Agreement ("EULA") sets forth the provisions under which Vocera Communications, Inc., a Stryker company, on behalf of itself and its corporate affiliate(s) ("Vocera") are willing to grant to you, a single business entity, certain licenses to Software, including Client Software and/or Server Software consisting of such Software as Vocera initially or subsequently provides (e.g., in conjunction with a subsequently acquired Vocera Communications Badge or as an update, upgrade or new product offering, all as detailed in Section 10). "Client Software" is Vocera-provided software that operates on a Vocera Communications Badge or other client device supported by Vocera (e.g. a smartphone) ("Authorized Client Device"). "Server Software" is Vocera-provided software that operates on server hardware platforms at your site, including both standard and optional components. Defined terms used in this EULA, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 2.

2. License.

(a) Server Software. Subject to the terms and conditions of this EULA, Vocera grants you the non-exclusive right to (i) install and run ("Use") the Server Software on computer systems (each, a "Server Computer") located at End User's Facilities in the geographic territory designated above ("Territory"); (ii) to Use the Client Software in conjunction with Authorized Client Devices and such Server Computers; and (iii) for pilot licenses for certain Software provided on a trial basis, use such Software for the limited term specified by Vocera in writing. You may Use the standard Server Software on one primary Server Computer (or a primary cluster of computers suitably configured for productive use of the Server Software). You may install backup copies of the Server Software on backup Server Computers to provide redundancy in the event of failure of the primary Server Computer(s) but, unless you have acquired additional licenses or a failover license from Vocera, you may not run such backup or additional copies concurrently with the primary copies. Vocera grants you the right to use the applicable License Key issued by Vocera only to enable Use of the Server Software in conjunction with the licensed Server Computers. Server Software may be licensed for a Subscription Term as specified in the Quote.

(b) Cloud Services. If Cloud Services are being provided, then subject to the terms and conditions of this EULA, Vocera grants you the non-exclusive right to access and utilize the Cloud Services during the applicable Subscription Term solely for use by you and designated affiliates in conjunction with the Vocera Software, and other Products or Services you have licensed or purchased.

3. Title and Ownership. The Software is licensed, not sold to you by Vocera and Vocera reserves any rights not expressly granted to you. Except for the licenses granted herein, all right, title, and interest in the Software and Product Documentation, including without limitation all patent rights, copyrights and other intellectual property rights thereto, is retained by Vocera and its Licensors. You (including your permanent and temporary employees and subcontractors) may run the Software and use the corresponding Product Documentation subject to the restrictions herein solely for your internal business purposes. You shall ensure that your employees, subcontractors and other agents who have access to the Software are made aware of the terms hereof.

4. Term and Termination. If End User's Quote indicates that the Software is licensed for a Subscription Term or otherwise refers to a Billing Period of fixed period of time, then such Software shall be considered licensed for such fixed Subscription Term. Any Software not specifically licensed for a Subscription Term or other limited term (e.g. a pilot license) is licensed for a Perpetual Term. Notwithstanding the foregoing, Vocera has the right to terminate this EULA immediately without notice from Vocera if you fail to cure a material breach of this EULA within 30 days following your receipt of written notice of the breach. Upon expiration or termination of this EULA, you shall cease using and shall destroy the Software and any Product Documentation and all copies thereof including any updates or upgrades.

5. Restrictions. Various licenses offered by Vocera differ in certain limits as set forth in the Quote or otherwise specified in writing by Vocera (the "Limits"), including limits on (i) the number of user profiles and/or concurrent users permitted, (ii) the hardware resources (e.g., number of Authorized Client Devices or communication ports) supported, or

(iii) the features enabled. You may not (a) Use the Server Software on or from any platform other than the Server Computers, (b) Use the Client Software on or from any platform other than the Authorized Client Devices, (c) Use the Software in a manner exceeding such Limits, (d) Use the Software so as to circumvent any technological measure provided from time to time to control access to or limit its Use, or (e) Use the Software other than as contemplated by the Product Documentation; provided, that the foregoing does not apply to the extent that such activities are expressly permitted by law notwithstanding this prohibition. You agree not to duplicate or disclose to third parties any License Key issued by Vocera without Vocera's prior written consent. The Software may not be transferred, nor the rights granted hereunder assigned, to a third party except that, subject to payment to Vocera of its standard fee in effect from time to time, the Software and License Key may be transferred and this license assigned to a corporate affiliate so long as the original and all surviving copies are transferred to such affiliate and such affiliate agrees in writing to be bound hereby. The Software and Product Documentation may not be (A) rented, leased or lent to third parties; (B) used in any jurisdiction outside the Territory or imported into any jurisdiction except in compliance with all applicable laws of the Territory and such jurisdiction; or (C) made available to third parties as part of any time-sharing or service bureau arrangement. You may not, and may not attempt or encourage or permit any third party to: (I) copy, modify, translate, adapt, market, sublicense or make derivative works from all or any portion of the Software or Product Documentation, or reverse engineer, reverse compile, disassemble or decompile the Software or any portion thereof except, and only to the extent, that such activity is expressly permitted by law notwithstanding this limitation; or (II) use the Software in violation of any local, state, national, foreign or international statute, regulation, treaties or other laws. Notwithstanding the foregoing, you may make a reasonable number of copies of the Server Software solely for archival or disaster recovery and subject to the restrictions imposed by copyright law. You agree to reproduce product identification, copyright and other proprietary notices of Vocera and Licensors on all copies. Your rights are only as expressly stated herein. There are no implied rights to Use, distribute, modify or reproduce the Software. *Violation of any of the foregoing is a material breach hereof.*

6. No Warranty. Software errors are likely. Maintenance and support services for the correction of Software errors are available separately from Vocera or an authorized reseller and, therefore, no warranty or condition of any kind for the Software, either express, implied or statutory, is provided under this EULA. Vocera's resellers have no authority to make any representations or commitments on behalf of Vocera or to modify, in any respect, this EULA, any of its provisions or any rights hereunder. The Software includes speech recognition features implemented by means of statistical processes that are inherently subject to error. You are responsible for confirming the suitability of the Software for your specific application, monitoring your use of the Software and providing for the handling and/or correction of such errors. **ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.**

7. Secondary Alarm System. Use of the Software as a primary alarm system is prohibited and excluded from the licenses granted by Vocera. The Software is provided only as a secondary/ancillary means of annunciating and displaying alarms and other information to clinical personnel. The Software is not intended to replace or supersede, in whole or in part, any patient monitoring systems or procedures used with medical devices provided or recommended by other vendors, whether or not such medical devices interoperate with the Software.

8. Service Monitoring and Analyses. Vocera may (i) compile statistical and other information related to the performance, operation and use of its Products and Services, including any Software, and (ii) use data from your use of the Products and Services in aggregated, de-identified form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Service Analyses will not incorporate your Confidential Information in a form that could serve to identify you or any individual or any Protected Health Information and will be stripped of all persistent identifiers (such as device identifiers, IP addresses and cookie IDs). Vocera retains all intellectual property rights in Service Analyses.

9. U.S. Government Users. The Software is a "commercial item" consisting of "commercial computer software" and the Product Documentation is a "commercial item" consisting of "commercial computer software documentation," as such terms are used in 48 C.F.R. 2.101 and 48 C.F.R. 12.212. Under 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 to

227.7202-4, U.S. Government Users acquire the Software and Product Documentation only with the rights set forth therein.

10. Third-Party Licensors; Updates. Certain modules or technology included by Vocera within the Software are provided by Vocera's direct or indirect licensors (respectively, "Licensor Modules" and "Licensors"). Certain requirements imposed by the Licensors are posted at *www.vocera.com/third-party-software* and are incorporated herein by reference. Furthermore, Client Software licensed for use with certain Authorized Client Devices is distributed by Vocera through third party "app stores" and is subject to the additional terms specified at the time of download. The Third-Party Software requirements are included for the express benefit of the corresponding Licensors who are third-party beneficiaries of, and entitled to enforce, such provisions. Updates to the Software and new product offerings may be subject to a revised EULA and/or revised Third-Party Software requirements posted at *www.vocera.com/legal*. Any such revisions posted as of the date of installation of a Software update or new offering are effective immediately upon installation.

Attachment 5
Cloud Services Agreement
(Revision C)
Territory: United States and Canada

YOU MAY NOT ACCESS OR USE VOCERA CLOUD SERVICES UNLESS YOU AGREE TO THESE PROVISIONS.
BY ACCESSING OR USING ANY VOCERA CLOUD SERVICES YOU AGREE TO ALL OF THESE PROVISIONS.

1. Introduction. This Cloud Services Agreement (this "Cloud Agreement") sets forth the provisions under which Vocera Communications, Inc., a Stryker company, on behalf of itself and its corporate affiliate(s) ("Vocera") are willing to grant to you, a single business entity, for a term access to services provided by Vocera the Cloud Serves as provided herein and in an applicable Quote.

2. Definitions. Defined terms used in this Cloud Agreement, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 2. In this Cloud Agreement, the following words and expressions have the following meanings:

2.1. "**Cloud Services**" means certain services provided by Vocera and/or its designee to which End User and certain End User affiliates will be provided electronic access over the Internet for use in conjunction with Vocera Client Software, all as more specifically identified in Vocera's Quotes to End User referencing this Agreement and in Vocera's applicable Product Documentation.

2.2. "**Designated Person**" means those persons designated by a Patient or by such Patient's parent, legal representative, authorized healthcare surrogate, attorney-in-fact, guardian or other legal caretaker who has signed a written consent on his or her behalf, as applicable, to utilized the Subscription Cloud Services in a consent form signed by the Patient.

2.3. **"End User Data"** means all electronic data or information submitted by End User or its Users to the Subscription Cloud Services.

2.4. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2.5. "**Patient**" means a medical patient undergoing a medical procedure or stay at a facility operated by End User who has signed a written consent or for whom a parent, legal representative, authorized healthcare surrogate, attorney-in-fact, guardian or other legal caretaker has signed a written consent on his or her behalf, authorizing End User to utilize the Subscription Cloud Services during the Patient's medical procedure and pertaining to such Patient's medical procedure to one or more Designated Persons.

2.6. "**Subscription Term**" means the finite time period during which a Cloud Service is provided as specified in the Quote.

2.7. "**System Ready**" means that Vocera has provided End User with an "Implementation Report" documenting the initial configuration of the Cloud Services and at which point, the Cloud Services are deemed to be accessible for purposes of invoicing and payment.

2.8. **"Users"** means individuals who are authorized by End User to use the Cloud Services, for whom subscriptions to the Subscription Cloud Service have been ordered, and who have been supplied user identifications and passwords by End User (or by Vocera at End User's request). Users may include but are not limited to End User's employees, consultants, contractors and agents, Patients, Designated Persons and other third parties with which End User transacts business.

3. Provision of Cloud Services. Vocera shall make the Subscription Cloud Services available to End User's Users solely for use related to End User's internal business purposes pursuant to this Agreement and the relevant accepted Purchase Orders during the applicable Subscription Term. Unless otherwise specified in the applicable Quote, Cloud Services are purchased based on the number of licensed or staffed hospital beds End User has at its Facilities ("Licensed Beds") or stretchers for any affiliated Facilities. End User agrees to notify Vocera if the number of Licensed Beds increases during the Subscription Term. If the number of Licensed Beds increases during the Subscription Term, End User agrees to promptly submit a Purchase Order for additional subscriptions to be added during the applicable Subscription Term.

Such additional subscriptions shall be at the same pricing as the pre-existing subscriptions thereunder, prorated for the remainder of the Subscription Term in effect at the time the additional subscriptions are added, and the added subscriptions shall terminate on the same date as the pre-existing Subscription Term.

4. Use of the Cloud Services.

4.1. **Vocera's Responsibilities**. Vocera shall: (i) provide support for the Cloud Services to End User as further described in the Support Terms applicable to the Cloud Services at no additional charge; (ii) make the Cloud Services available as described in the Support Terms; and (iii) provide the Cloud Services only in accordance with applicable laws and government regulations.

4.2. **End User's Facilities and Users.** End User shall be responsible for providing the required environment for the Cloud Services, including, without limitation, preparation of any mobile devices and provision of Wi-Fi access and/or data plan coverage at End User's facilities. End User shall be responsible for downloading and installing the Client Software for the Cloud Services on a secure mobile device and configuring mobile devices as may be necessary. End User's Use of the Client Software are subject to the terms and conditions of the EULA attached hereto as Attachment 4. End User shall monitor all Users utilizing the Cloud Services to ensure continuous compliance with these terms and any training provided to End User by Vocera. End User shall be solely responsible for its User's failure to comply with these terms, training provided by Vocera, or any applicable state and federal laws.

4.3. **End User's Warranties**. End User warrants that it will not intentionally upload a file containing Malicious Code into the Cloud Services or otherwise intentionally breach End User's responsibilities set forth herein. End User shall (i) be responsible for the accuracy, quality and legality of End User Data and of the means by which End User and its Users acquired the End User Data; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services, and notify Vocera promptly of any such unauthorized access or use; and (iii) use the Cloud Services only in accordance with the applicable Product Documentation and applicable laws and government regulations. End User shall not (a) sell, resell, rent or lease the Cloud Services; (b) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the Cloud Services to store or transmit Malicious Code; (d) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein or the servers or networks connected to the Cloud Services; (e) attempt to gain unauthorized access to the Cloud Services or their related systems or networks; or (f) circumvent any technological measure provided from time to time to control access to or limit use of the Cloud Services. *Violation of any of the foregoing is a material breach hereof.*

5. Subscription Cloud Services Warranties and Disclaimers.

5.1. Vocera's Warranties. Vocera warrants that:

(i) Vocera shall provide the Cloud Service to End User substantially in accordance with the Product Documentation and the service level commitments set forth in the Support Terms;

(ii) the functionality of the Cloud Services will not be materially decreased during a Subscription Term;

(iii) Vocera will perform the Services in a timely, diligent, professional, and workmanlike manner by competent professionals who possess the proper degree of skill, care, training and experience consistent with industry standards; and

(iv) Vocera will not transmit Malicious Code to End User, provided, it is not a breach of this subpart (v) if End User is the original source of a file containing Malicious Code.

End User must provide written notice to Vocera of any breach of the foregoing warranties no later than 30 days after End User becomes aware of such breach, or the right to assert such claim will be deemed waived. For any breach of a warranty above, End User's sole and exclusive remedies shall be the limited remedies set forth in the Support Terms or as provided in Section 5.2 of Attachment 2 (Termination by End User for Cause).

10.2Warranty Exclusions. Vocera makes no warranty and accepts no responsibility for failures in Services due to: (a) deficiencies in or the late delivery of information or material required from End User; (b) non-conformities of End User systems to specifications in the Product Documentation or an applicable Vocera statement of work for professional services; (c) the inaccessibility or insufficient accessibility of End User systems or third party systems required by End User; (d) End User's failure to perform its responsibilities as required under the Support Terms and Vocera's published policies applicable to the Services; or (e) the lack of reasonable cooperation on End User's part as required under these Subscription Terms and Conditions and Vocera's published policies applicable to the Services.

10.3 Changes to Cloud Services. Subject to the foregoing warranties, Vocera shall have the right, in its absolute discretion, without liability to End User, to update to provide new functionality or otherwise change the design of any Cloud Service or to discontinue any Cloud Service; provided, however, End User agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Vocera regarding future functionality or features. Releases by Vocera of additional applications or increases of functionality may be deemed by Vocera, at its sole discretion, to constitute a new module. Modules, if any, are not included with this purchase. Modules may be offered by Vocera at a later date and for such fee established solely by Vocera.

10.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) TO THE EXTENT ALLOWED BY APPLICABLE LAW.

6. Data Storage.

6.1. **Data Storage Option**. If the Quote includes Data Storage then such storage will occur for the duration of the elected storage length as provided in the Quote. Upon expiration of the Agreement End User may request that Vocera clear all the data, subject to End User's payment of any applicable fees.

6.2. **Disclaimer**. VOCERA MAKES NO GUARANTEES AS TO THE CONTINUOUS AVAILABILITY OF DATA STORAGE SERVICES AND END USER ACKNOWLEDGES AND AGREES THAT ALL SUCH SERVICES ARE PROVIDED THROUGH AMAZON WEB SERVICES®. BY EXECUTING THIS CLOUD SERVICES ATTACHMENT END USER AGREES TO RELEASE AND HOLD VOCERA HARMLESS FROM ANY LOSS OF DATA OR LOSS OF ACCESSIBILITY TO DATA.

Attachment 6
Software Maintenance and Technical Support Policy
(Revision S)
Territory: United States and Canada

1. Preamble & Definitions. This Software Maintenance and Technical Support Policy (the "Support Policy") governs the provision by Vocera Communications, Inc., a Stryker company ("Vocera") of certain software maintenance and technical support services for Vocera's Clinical Communication offerings, including Cloud Services ("Support") and any on site assistance pursuant to Section 8 below ("On-Site Assistance"), all as described below and purchased by an end user customer ("End User") from either Vocera or Vocera's authorized reseller ("Reseller"). Vocera provides Support for the Software, including Client Software used in conjunction with Authorized Client Devices and/or Cloud Services as part of End User's Operating Environment as further described in Section 4 below. As used in these Support Terms:

- **"Authorized Client Devices"** means the Vocera wireless communication badges (for Voice Communications Systems) or other Vocera supported client devices (e.g. certain third-party smartphones) that work with the Software and/or Cloud Services**.** As part of Support, Vocera will support hardware issues relating to Vocera manufactured Authorized Client Devices and endeavor to assist End User with the use of the Software and/or Cloud Services on third party manufactured Authorized Client Devices, but except as specified at *www.vocera.com/about-us/legal/third-party-products-legal-documents*, Vocera is not responsible for or obligated to provide hardware support for such Authorized Client Devices not manufactured by Vocera.
- **"Cloud Services"** means certain services provided by Vocera and/or its designee to which End User and certain End User affiliates will be provided electronic access over the Internet for use in conjunction with Vocera Client Software, all as more specifically identified in Vocera's Quotes to End User referencing this Agreement and in Vocera's applicable Product Documentation.
- **"Customer Hosted Software (CHS)"** means certain Server Software provided by Vocera and hosted on server computers located at an End User facility, including Server Software for Vocera's Alarm Management, Care Team Synchronization, Clinical Workflow Engine, Collaboration Suite, Engage, Messaging Platform, and Voice offerings.
- **"Designated Support Contact"** is defined as: for Customer Hosted Software: as specified in Table 2.1; and for Cloud Services: Any authorized administrator or user of the Cloud Services.
- **"Documentation"** means the specific materials listed under "Documentation" at *vocera.com/legal*, as updated by Vocera from time to time.
- **"Operating Environment"** means, as applicable, End User's servers, WLAN and other hardware and software supplied directly to End User by third party vendors (i.e., exclusive of hardware and software embedded in the products supplied by Vocera) or software developed by End User.
- **"Product"** means one of the Vocera provided Authorized Client Devices or Software products included in End User's System. By way of clarification, Cloud Services are addressed separately from, and not included within the definition of, "Product."
- **"Services"** means, as the context requires in this Software Maintenance and Technical Support attachment, Support and On-Site Assistance.
- **"Software"** means the software licensed by Vocera pursuant to an End User License Agreement, in object code form only, for use with the System. "Software" is limited to software hosted by End User or on devices owned by End User and does not include software utilized by Vocera to provide the Cloud Services.
- **"Software Updates"** means the Software releases, service packs, build updates or emergency fixes released from time to time in accordance with the Vocera's update policy for such Software.
- **"System"** means the combination of the Vocera Software, Authorized Client Devices and End User's Operating Environment. "System" includes Customer Hosted Software but does not include Vocera Software hosted by Vocera as part of the Cloud Services.

All other capitalized terms not otherwise defined in these Support Terms shall have the meanings provided in the applicable End User License Agreement, Supplemental Terms and Conditions, Cloud Services Agreement or Badge Products Limited Warranty. If Vocera hereafter posts any new or modified version of these Support Terms at *www.vocera.com/legal*, such new or modified version will apply to maintenance and support renewal terms that begin subsequent to the date of such posting.

2. Support Offerings. Vocera's Support efforts are intended to address non-conformities of the Software or Cloud Services to the Documentation. Support is also intended to address non-conformities of the Cloud Services to the user documentation provided as a part of the Cloud Services.

2.1 Customer Hosted Software: There are two types of Support Offerings for Customer Hosted Software licensed on a perpetual basis: Standard and Premier. Customer Hosted Software licensed on a subscription basis includes Premier Support. For the Engage software solution, Vocera offers Premier Support but not Standard Support. Table 2.1 details the differences between the Standard and Premier Support. The Quote for the Support Offering will list the service level provided. End User may change End User's Support Offering the next time End User either purchases a renewal Support term or increases the number of perpetual user licenses.

Table 2.1: Customer Hosted Software Support Offering Details		
	Support Offering / Service Level	
	Standard	***Premier***
Type of license: Perpetual Term	Available	Available
Type of license: Subscription Term	Not Available	Included
Software Maintenance	Software Updates	Software Updates
Technical Support Incidents	Unlimited	Unlimited
Support Availability (Telephone and Email)	All severities: 8am – 5pm in End User's time zone (PT, MT, CT, ET, GMT), excluding U.S. weekends and holidays	Severity 1: 24 hour, 7 Day, 365 Days; Severities 2-3: 8am – 5pm in End User's time zone, excluding U.S. weekends and holidays
Number of Designated Support Contacts	2 to 3	2 to 5
Number of Designated RMA Contacts	Up to 1	Up to 1 per site
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	*See* www.vocera.com/solutions-support	
Email Support Address	*vcsupport@stryker.com*	
Web Support URL	*www.vocera.com/support*	

2.2 Cloud Services: For Cloud Services, Vocera's Support efforts consist of the following:

2.2.1 Vocera Secure Texting Only

Table 2.2.1: Vocera Secure Texting Offering	
	Support Offering / Service Level
	Standard
Support Availability (Email)	8am-5pm Pacific Time, excluding weekends and holidays
Email Support Address	CustomerHelp@vocera.com
Web and Mobile Support	Hosted or Local VST help accessible through client

2.2.2 All Other Cloud Services

Table 2.2.2: Vocera Cloud Services Support Offering Details (excluding Vocera Secure Texting)	
Cloud Services Maintenance	Cloud Services Updates
Technical Support Incidents	Unlimited
Number of Designated Support Contacts	Up to 5

Support Availability (Telephone and Email) *Note that Email is not monitored after hours and on holidays.*	Severity 1 & 2 Errors: 24 hours, 7 Days, 365 Days weekends and holidays	Severity 3 & 4 Errors: Business Days from 8am – 5pm EST only in End User's time zone
Telephone Support Numbers	See www.vocera.com/support	
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	*See* www.vocera.com/solutions-support	
Email Support Address	*vcsupport@stryker.com*	
Web Support URL	*www.vocera.com/support*	

3. Support Term and Fees.

3.1 For Perpetual Term Software. If End User has licensed the Software for a Perpetual Term, then End User shall receive Support and Software Updates upon payment of a Support fee. For Support under this Section, the initial term starts on the date the applicable Vocera Software license is activated (either by shipment of a License Key or other means) and ends twelve (12) months following such shipment date. Software provided under a lease agreement between the parties may set forth a different initial term. To renew End User's Support, Vocera must receive a Purchase Order from Reseller or End User, as the case may be, prior to the expiration of the initial term or any subsequent term ("Anniversary Date"). Upon Vocera's acceptance of the Purchase Order, Vocera must receive payment for such renewal term prior to the Anniversary Date. If payment is not received by the Anniversary Date then the Support will terminate. Vocera reserves the right to charge a reinstatement fee if Support is terminated for more than 60 days. Vocera has the right in its sole discretion to refuse to reinstate Support following such termination. Any reinstatement will be contingent upon the conditions to delivery of Support contained in Section 5 of these Support Terms being satisfied at the time the reinstatement is to begin. If End User so requests, Vocera will propose assistance to satisfy these conditions on a fee basis subject to a mutually agreed statement of work prior to reinstatement of the terminated Support. All renewal terms are calculated from the applicable Anniversary Date, regardless of when End User chooses to renew or reinstate. All renewal terms are for 12 months, except as separately specified in a lease between the parties. Vocera will not increase the Support Offering price charged to End User for a one-year renewal term by more than five percent (5%) per year over the price charged to End User in the immediately preceding term, for the same covered Products and Support Offering.

3.2 For Cloud Services and other Subscription Term Software. If End User has subscribed to Cloud Services or licensed any Software for a Subscription Term, Support is included with the subscription fee for the Software and/or Cloud Services without any additional charge to End User. For Support for a Subscription Term license, the initial term for Support starts on the issuance date of the applicable Vocera Software License Key, completion of deployment of Software, or the date the Cloud Services offering are deemed to be System Ready (as defined in the Cloud Services Agreement), and continues for the duration of End User's Subscription Term for the Software and/or Cloud Services.

3.3 Additional Users and Products for Perpetual Term Software. If End User has licensed the Software for a Perpetual Term, and subsequently purchases licenses for additional users or Products (an "Expansion") above and beyond End User's original configuration ("Original Configuration"), End User will be charged a fee for Support of such Expansion. This fee will cover one (1) year of Support of the Expansion, and when Vocera next issues a Quote for a one-year renewal of Support for the Original Configuration, such Quote will include an extension of Support for all such intervening Expansions so as to make their Support terms co-terminous with the Anniversary Date of Support for the Original Configuration. After End User's term for the Original Configuration expires, End User must pay all such amounts for extending Support for both the term of the Original Configuration and all Expansions, or Vocera shall have the option to suspend Support for the Original Configuration and such Expansions.

4. Technical Support Scope.

4.1 Support includes only Technical Support for the Software and/or Cloud Services used in conjunction with the Authorized Client Devices and requires that End User arrange to receive support for non-Vocera products (such as the wireless LAN, middleware, PBX, and integrated clinical systems) or hardware issues relating to Authorized

Client Devices not manufactured by Vocera from End User's own internal resources, or from another third-party supplier. Third party software integrated into the Vocera Software is covered by Technical Support for purposes of this Section 4.

4.2 As a precondition to Vocera's Support obligations hereunder, End User must arrange to provide support for End User's personnel and agents. "User Support" means providing training, assistance and support to users of the Vocera Software or Cloud Services as applicable. User Support includes answering Vocera user questions and resolving problems that can be resolved by reading the Documentation as specified in Table 4.6(a) and 4.6(b) as applicable. Usually this level of support is provided by End User's own internal resources, or may be provided by a third party. If requested, Vocera will provide training to such User Support provider on a fee basis at Vocera's then current rates and subject to mutually agreed terms and conditions.

4.3 As a precondition to Vocera's Support obligations hereunder, End User must arrange to provide internal support for the operation of the Vocera Products with the System. This "Operational Support" includes Vocera systems administration, provisioning the technical infrastructure required to support Vocera and verifying problems reported by Vocera users. Operational Support provides information and support on a range of product configurations, set-up issues, System backup and restore procedures (except in the case of Cloud Services, Vocera shall be responsible for System backup and restore procedures as they relate to the Cloud Services), usage and basic System troubleshooting, and information pertaining to the Software. Operational Support may be provided by the End User's own resources or by a qualified third-party. If requested, Vocera will provide training to such Operational Support provider on a fee basis at Vocera's then current rates subject to mutually agreed terms and conditions. End User is also responsible for maintaining current support contracts for third party products which are required for the End User's Vocera infrastructure.

4.4 "Technical Support" means support for those Incidents involving Customer Hosted Software that could not be resolved by Operational Support. For purposes of this Section, Technical Support includes recommendations on: (a) Software, including telephone consultation to assist the End User's installation of the supported Software, functions and operation of the supported Software, the creation of workarounds that enable the temporary or permanent resolution of an Incident; (b) Authorized Client Devices, including the functioning of the Authorized Client Devices, the creation of workarounds for defects in the embedded software, or the creation of modifications to the Authorized Client Devices that enable the temporary or permanent resolution of an Incident as feasible. For Vocera Secure Texting only, support is typically provided by email and web services rather than telephonically.

4.5 Vocera provides Technical Support during the hours specified for the Support Offering purchased (see Section 2.1 or 2.2 above, as applicable). Such Support, unless stated, does not include installation assistance, addition of new integrated systems or adapters, new functionality that requires a platform/adapter upgrade, training and on-site support. Such additional services may be purchased on a fee basis at Vocera's then current rates and subject to mutually agreed terms and conditions.

4.6 To obtain Support, End User's Designated Support Contact must report the details of the problem to Vocera at the contact information appearing in Section 2, including the details of the Operational Support process that failed to resolve the problem (an "Incident").

Table 4.6(a): End User and Vocera Responsibilities for Customer Hosted Software

End User Support Responsibilities	End User Operational Support Responsibilities	Vocera Technical Support Responsibilities
• Configure new and replacement Authorized Client Devices • Troubleshoot basic Authorized Client Device issues, including use, configuration, and clearing the data store • Respond to user questions regarding how to use Vocera capabilities	• Respond to System administration questions on how to use the applicable Vocera administrative Console to manage users, groups, permissions, locations etc. • Verify problems reported by Vocera users and collect information regarding the reported problem • Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials	• Troubleshoot issues with the Vocera Products, including performance within End User's Operating Environment after the issues have been validated by End User's Operational Support • Resolve problems and research questions which cannot be answered through reference to Documentation,

• Identify users needing additional training • Set up new users • Maintain user profiles • Database add/change/deletes • Use Vocera reports to assess system utilization and success for individuals and department • **For Voice Communications Only:** Administer RMA process • Ensure users use appropriate Authorized Client Device attachments • Coach users on how to improve speech recognition	• As Designated Support Contacts, submit Support trouble tickets to Vocera Technical Support at the contact information appearing in Table 2.1, 2.2.1 or 2.2.2 (as applicable) • Submit log files if requested by Vocera • To enable Vocera to diagnose and resolve issues, support use of (a) WebEx, Screenmeet, Securelink or VPN or (b) for the Engage and Platform 6 (versions6.0 and later until Vocera announces otherwise) software solutions, Engage Remote Support and Platform Remote Support. The "Engage Remote Support" and "Platform Remote Support" options are an alternate remote connectivity solution. For these solution, a remote connection is established using a SSH tunnel over port 22 to remote support servers. This access enables Vocera support engineers to remotely connect to the Engage or Platform server(s) at the hospital. • Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems • Validate that End User's Operating Environment will support the Vocera Products • Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.	Support knowledge base and other support materials • Inform End User of new releases and service packs, and advise on installation process **For Voice Communications Only:** • Assist End User in troubleshooting Authorized Client Device connectivity issues and speech recognition issues, in conjunction with End User's wireless services resources. Assist in interpreting wireless traces and other diagnostic information captured by the End User • Provide warranty service for Vocera devices **For Engage and Platform 6 (versions 6.0** versions 6.0 and later until Vocera announces otherwise**) Software Solutions Only:** With a minimum of two (2) weeks' notice and subject to scoping by Vocera and the licenses purchased by the End User: additions and modifications to beds, departments, devices, rules, conditions, filters, workflow pages, staff assignment configuration, and adapter settings, system settings that will take less than four (4) hours to complete and test. Such changes must comply with customer's purchased licensing.
The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii)to verify and reproduce the problem; (iii) to resolve the problem if possible, by reference to Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.	The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Documentation and support materials, to escalate the Incident to Vocera Technical Support. In the case of such escalation to Vocera Technical Support for Vocera Products other than Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, the provider of Operational Support is responsible for applying any software or firmware fixes provided by Vocera.	Vocera Technical Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with End User's Operational Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved to provide a work-around or fix per the guidelines in Table 7, Error Response by Severity Level.

Table 4.6(b): End User and Vocera Responsibilities for Cloud Services			
Customer System Administrator Support Responsibilities	**Customer System Administrator Operational Support Responsibilities**	**Responsibilities of Individual User**	**Vocera Technical Support Responsibilities**

• Configure new and replacement Authorized Client Devices • Troubleshoot basic Authorized Client Device issues, including use, configuration • Setting up new users • Maintain user profiles • Respond to user questions regarding how to use Vocera capabilities • Identify users needing additional training • Database add/change/deletes • Use Vocera reports to assess system utilization and success for individuals and department • **For Voice Communications Only:** Administer RMA process • Ensure users use appropriate Authorized Client Device attachments • Coach users on how to improve speech recognition	• Verify problems reported by Vocera users and collect information regarding the reported problem • Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials • Submit support tickets to Vocera Technical Support at the contact information defined in Section 1 (as applicable) • Coordinate Submission of log files if requested by Vocera • Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems • Validate that End User's Operating Environment will support the Vocera Products • Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.	• Consult with Vocera Technical Support through written communication for any technical issues • Upload logs from Client Devices to aid Vocera Technical Support in addressing any technical issues. • Maintain underlying operating system revisions to the latest compatible version on client devices. • Update Client Device software to the latest released version available on the relevant app store.	• Troubleshoot issues with the Cloud Services and related Clients • Resolve problems and research questions which cannot be answered through reference to the Documentation, Support knowledge base and other support materials.
The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii) to verify and reproduce the problem; (iii) to resolve the problem if possible, by reference to Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.	The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Documentation and support materials, to escalate the Incident to Vocera Technical Support.		Vocera Technical Support has these general obligations: (i) collect and record details of the Incident; (ii) work with End User's Operational Support and users to determine Severity Level; (iii) attempt to verify and reproduce the problem; (iv) attempt to resolve the problem; and (v) if the problem cannot be resolved, to provide a work-around or fix per the guidelines in Table 7, Error Response by Severity Level.

5. Conditions to Delivery of Support. Vocera's delivery of Support is subject to and conditioned on the following:

5.1 End User must obtain User Support and Operational Support as provided above.

5.2 End User must appoint a minimum of two individuals, up to the maximum specified in the appropriate column in Table 2.1, 2.2.1 or 2.2.2 above (as applicable) for End User's Support Offering, to serve as the

Designated Support Contacts between End User and Vocera. A Designated Support Contact should have an understanding of the Product components and features (such is as obtained through attending Vocera training courses), have a working knowledge of wired and wireless networks, and End User's Operating Environment. Only Designated Support Contacts may escalate technical support requests to Vocera. Vocera reserves the right to reject technical support calls from individuals other than Designated Support Contacts. End User will provide Vocera in writing with the name and contact information of each Designated Support Contact and will notify Vocera promptly of any changes in End User's list of Designated Support Contacts. E-mail sent to *vcsupport@stryker.com* will satisfy the foregoing notification requirements.

5.3 Before escalating a problem to Vocera, End User's staff must escalate the problem internally to a Designated Support Contact, and End User must otherwise follow the Vocera defined escalation process and provide a description of the problem as requested by Vocera.

5.4 To help Vocera ensure that its Products meet the highest quality standards, End User will notify Vocera of any material failure, malfunction or error that End User detects in the Products, within 15 days of detecting the Product issue, and will provide Vocera with information to assist with determination and analysis of the problem.

5.5 In cases where End User requires Product support assistance from Vocera for Customer Hosted Software, End User will arrange for a remote access and connectivity to the System. Such access shall be remote, originating from Vocera's support center and requiring the use of the Internet.

5.6 End User will assign one of the Designated Support Contacts as a project manager responsible for success of deployment and on-going user satisfaction with Vocera Products. The project manager's responsibilities must include at a minimum, but not by way of limitation, (i) implementation of internal processes and procedures for use and maintenance of Vocera Products, (ii) regular audits that include evaluation of user behavior and skills with Vocera Products and assessment of user satisfaction with the Vocera Products, (iii) documenting user feedback and providing findings to Vocera on as-requested basis, (iv) assuring user training compliance and on-going knowledge dissemination and training and (v) acting as a liaison between End User and Vocera.

5.7 End User shall ensure that the Products and End User's Operating Environment follow regular IT maintenance schedules. The maintenance schedules must include at a minimum, but not by way of limitation, installation and testing of applicable Vocera Software versions, server operating system updates and maintenance, anti-virus update and maintenance, regular review and analysis of system logs, and regularly scheduled back-ups.

5.8 For all Customer Hosted Software other than the Engage and Platform 6 (versions6.0 and later until Vocera announces otherwise) software solutions, End User must install and test the initial Software, and each subsequent Software Update. All emergency fixes for End User's specific installation must be installed and tested as soon as practicable, and must be maintained until installation of the next service pack or Software Release. All service packs or build updates must be installed and verified in the End User's environment within three months of general availability. All other Software Updates must be installed and verified in the End User's environment within six months of general availability (or such shorter period as Vocera reasonably advises is required, on a case-by-case basis, to avoid impaired operation and reliability of the Software). Vocera will have no obligation to provide Error Resolution for an Error or defect which has been repaired in a more current Software Update.

5.9 For the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) Customer Hosted Software solutions, installation of software updates will be scheduled in consultation with the customer and, in some cases (e.g., security patches), may require an expedited process. It is preferred that updates occur during normal business hours, since this is when both hospital, interoperability vendor partners, and Vocera support engineers are most readily available. Vocera understands the primary objective is to minimize the impact to patients, so Vocera will accommodate after-hours upgrades, as necessary. All software updates are delivered remotely to the hospital via secure download protocols. The ability to access these updates requires outbound access to an Internet-based update server on ports 22 and 443.

5.10 For both Customer Hosted Software, as well as Cloud Services if applicable, End User is responsible for the proper operation and maintenance of End User's Operating Environment. For Customer Hosted Software, this includes End User's wireless local area network, including access points, antennas, controllers and controller firmware versions compatible with the Voice Communications Software ("WLAN"). End User's WLAN must be designed, implemented and installed with capacity and coverage suitable for a voice application. End User acknowledges that

Vocera may recommend changes to the Operating Environment to resolve certain issues, e.g., where the End User's WLAN does not comply with Vocera's WLAN guidelines in its Infrastructure Planning Guide available upon request.

5.11 For Cloud Services, End User must provide necessary connectivity for any integration needs between the Cloud Services and Customer Hosted Software.

5.12 End User personnel should not make any changes to component of the Engage software solution that interoperates with an FDA regulated medical device such as patient monitoring, ventilators, etc. All changes to clinical workflow, whether implemented by End User or Vocera, should be formally approved according to End User's applicable internal protocols. End User personnel making changes to the Engage software solution should receive formal Vocera Engage administrator training. Vocera also strongly encourages End User to limit the number of people who have Engage Advanced Support permissions to administer and make changes in order to reduce the chance of destabilizing End User's system and implementing inconsistencies. Vocera strongly advises End User to keep Vocera technical support informed of changes made to the Engage software solution. Vocera cannot consult or provide advice on changes that have the potential to cause adverse impact to patient care and safety, without knowledge of the changes being considered.

6. Determination of Error Severity and Response Times for Customer Hosted Software.

6.1 During the term of this Agreement, End User may submit a report to Vocera specifying Errors in the Software which End User requests to have corrected. "Error" means a verifiable and reproducible failure of the Software to conform in a material respect to the Documentation. When an Error has been identified through Vocera Technical Support, Vocera and End User will agree to the Severity Level of the Error and associated Vocera response times and resolution process as defined in Tables 7 and 8 below, as applicable:

Table 7: Error Response by Severity Level for Customer Hosted Software

Severity Level	Description	Response Times and Error Resolution
Severity 1: Emergency	Severity 1 means End User's use of the Software with the Authorized Client Devices has completely shut down, or is suffering such loss of critical functionality that an entire department or site is unable to utilize the Vocera Software, and no work- around is available.	Provided End User reports the issue via telephone through Vocera's Telephone Support Numbers, Vocera will contact End User within 1 hour* of receipt of notice of the Incident to collect information and to work with End User's Designated Support Contact to attempt to restore usage of the Vocera Software. Restoration of the Vocera Software may require changes to End User's Operating Environment or network configuration, and may involve loss of data. If Vocera determines that the outage is due to an Error in Vocera Software, Vocera will engage our development staff to attempt a fix in the next available service pack and/or build update. If the Error in Vocera Software is causing repeated outages and no workaround is available, Vocera will engage our Engineering staff to attempt to deliver an emergency fix on a mutually agreeable timetable. For Severity 1 Incidents, both End User and Vocera will dedicate appropriate technical resources and provide continuous effort until basic Vocera system functionality is restored or the problem is isolated to a third-party component (i.e. PBX, MDM, server, network etc.).
Severity 2: Time-Critical	Severity 2 means the Vocera Software is functioning inconsistently and with limited capabilities significantly impairing End User's usage and productivity, e.g. loss of certain administrative or reporting functions or Authorized Client Device features impacting multiple users, with no work-around available.	Vocera will contact End User within 4 hours* of receipt of notice of the Incident to collect information and to work with End User's Designated Support Contact to attempt to restore the functionality of End User's Vocera Software. Resolution may require shutting down the Vocera Software, or may require changes to End User's Operating Environment or network configuration. If Vocera determines that the loss of functionality is due to an error in the Vocera Software, Vocera will engage our development staff to attempt to provide a fix in the next available service pack and/or build update.

Severity 3: Standard	Severity 3 means that individual components of the Vocera Software are functioning inconsistently and End User's usage and productivity are slightly impaired, but End User can reasonably work around such inconsistency or impairment. Severity 3 Incidents include issues with administrative or reporting functions, and other issues impacting individual users or Authorized Client Devices (including RMA requests for Voice Communications Systems).	Vocera will contact End User within 24 hours of receipt of notice of the Incident to collect information and to work with End User's Designated Support Contact to verify the problem.

* For Standard Support Offerings, Response Times will be measured during the time periods in which such Standard Support is available. For example, if a Severity 2 Error is reported at 3pm, Vocera will respond to the Designated Contact by 11am of the following Business Day.

Table 8: Error Response by Severity Level for Cloud Services

Severity Level	Description	Cloud Services Operational Action Time
Severity 1	Cloud Services outage for multiple Vocera customers or degradation of critical functionality such that all Vocera customers of Cloud Services are unable to effectively use the service.	Provided End User reports the Incident via telephone through Vocera's Telephone Support Numbers, Vocera will contact End User within 1 hour* of receipt of notice of the Incident.
Severity 2	Cloud Services outage at End User facility only or degradation of critical functionality such that multiple users at End User's facilities are unable to effectively use the service.	Vocera will contact End User within 4 hours* of receipt of notice of the Incident.
Severity 3	Degradation of critical functionality such that one user at End User's facility is unable to effectively use the service.	Vocera will contact End User within 24 hours* of receipt of notice of the Incident.

* For Standard Support Offerings, Response Times will be measured during the time periods in which such Standard Support is available. For example, if a Severity 2 Error is reported at 3pm, Vocera will respond to the Designated Contact by 11am of the following Business Day.

6.2 For the Standard Support Offering for Customer Hosted Software, Response Time objectives apply to Incidents logged during the Telephone Support Availability hours for the Standard Support Offering. For the Premier Support Offering and Cloud Services Support Offering, Response Time objectives for Severity 1 Errors apply to Incidents logged 7x24, and Response Time objectives for Severity 2-4 apply to Incidents logged during normal business hours. The foregoing objectives do not include the time taken by End User to gather system information, transaction data and reproducible test cases necessary to determine the nature of the issue and to isolate defects in the Vocera Software. End User shall, upon reasonable request by Vocera, obtain and provide to Vocera system information, transaction data, and reproducible test cases as necessary to determine the nature of the Incident and to isolate any defects in the supported Authorized Client Devices and/or Software. Such system and transaction information shall be treated as End User's Confidential Information and such defects shall be treated as Confidential Information of Vocera. Vocera shall provide End User with reasonable access to Vocera's Incident database to review the status of End User's Incidents.

7. Software Updates; Cloud Services Updates and Service Analyses.

7.1 Vocera may, from time to time, provide End User with Software Updates. These Software Updates will generally be made available for download. For Cloud Services, Vocera will update the hosted environment as appropriate from time to time. In concert with such updates to the hosted environment, updates may be required to relevant Client Software which Vocera will make available through applicable third-party app stores and which, depending upon configuration settings, may occur automatically. For the Engage and Platform 6 (versions6.0 and later until Vocera announces otherwise) software solution, Software Updates include the following general areas:

- Engage platform and mobile software: These updates will include new features to existing modules of the Engage system, Engage Mobile, or software updates within the core platform. Examples include customer issues found in prior releases, bug fixes or enhancements to Engage Mobile, and updates to improve system performance and maintenance.
- New operating system (OS) updates: These updates will include OS modifications needed within the core platform (Linux).
- Support for new mobile devices: Qualifying new mobile devices specifically for Engage Mobile is an ongoing process at Vocera. Customers continually request new mobile devices for qualification, such as Apple's iPhone, the Vocera badge, the latest Samsung Galaxy device or the next generation device that enters the market.
- New or updated regulated medical device adapters: These verifications are for new or updated versions of medical devices being requested by customers. This will enable us to provide support for the latest data and alarms from medical devices. Medical devices consist of (but are not limited to) patient monitors, ventilators, IV Pumps, and other middleware aggregation products such as CapsuleTM.
- New non-regulated input and output adapters: These verifications include all nurse call systems or a new alert communication system. It also includes new industry standard protocols for HL7, XML or an IHE supported profile.

7.2 Service Analyses. Vocera may (i) compile statistical and other information related to the performance, operation and use of its Products and Services, and (ii) use data from End User's use of the Products and Services in aggregated, de-identified form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Service Analyses will not incorporate End User's Confidential Information in a form that could serve to identify End User or any individual or any Protected Health Information and will be stripped of all persistent identifiers (such as device identifiers, IP addresses and cookie IDs). Vocera retains all intellectual property rights in Service Analyses.

8. On-Site Assistance.

Upon End User's request and subject to availability, Vocera may furnish qualified personnel for on-site assistance to End User for implementation and testing and to resolve Incidents, on a fee basis at Vocera's then current rates for time, materials and travel and subject to mutually agreed terms and conditions or a written statement of work.

9. Service Level Commitment for Cloud Services

"Scheduled Uptime" is defined as 24 hours a day, 7 days a week, less downtime arising from (i) scheduled preventive maintenance (which Vocera will use best efforts to schedule between 12:00 am and 5:00 am EST), (ii) circumstances beyond Vocera's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Vocera employees), Internet service provider failures or delays, or denial of service attacks, (iii) inaction, error, abuse, or misapplication of the Cloud Services by End User or its Users; or (iv) failures of End User's Operating Environment. Vocera will make reasonable efforts to make the Cloud Services available during the Subscription Term with a monthly uptime of at least 99% of Scheduled Uptime. In the event the actual monthly uptime percentage ("Actual Uptime") is below 99% during any calendar month during the Subscription Term, End User will be eligible to receive a non-

refundable credit, calculated as the number in the table below multiplied by the applicable annual subscription fee and divided by 365. The credit is applicable to fees otherwise chargeable for subsequent Subscription Terms.

Actual Uptime	*Service Level Credit*
At least 99%	0
At least 98%	1
At least 97%	3
At least 95%	5

If Actual Uptime is less than 95%, End User may elect, in its discretion, one (but not both) of the following: (a) a Service Level Credit of 30 or (b) to terminate the current Subscription term and receive a refund of amounts prepaid for the balance of such term. Notifications by End User pursuant to this provision must be made in writing within five (5) days following the conclusion of the applicable calendar month and will be reflected on the invoice for the next Renewal Term of such Cloud Service. The rights of End User set forth in this Section 9 shall be End User's sole and exclusive remedy under these Support Terms and the Agreement for any unavailability of the Cloud Services or non-performance by Vocera to provide the Cloud Services in accordance with service level and uptime commitments specified above.

10. Version Retirement (Customer Hosted Software only)

Vocera will make Support Services available to End User for any major release for a minimum of two years from the general availability date, subject to and conditioned on End User:

(a) Installing and validating updated Software for End User's specific Operating Environment in accordance with Section 5.8 of these Support Terms (or such shorter period as Vocera reasonably advises is required, on a case-by-case basis, to avoid impaired operation and reliability of the Software); and

(b) Maintaining these builds until installation of the next service pack, build update or Software release, as applicable.

Subject to the foregoing, Vocera reserves the right to discontinue Support with respect to any version of Software or Cloud Services in whole or in part, should Vocera, in its sole discretion, determine that continued support is no longer practicable ("End of Support" or "EOS"). Vocera will give End User written notice at least six months prior to any such End of Support and will apply any prepaid fees (if applicable) for the affected Support that are not accrued as of the End of Support date toward discretionary EOS support as provided herein. After the EOS date, Vocera will no longer provide support services or maintenance for Software or Cloud Services, including any Updates, security updates, or any other enhancements for the product, product version, or hardware. Vocera may offer discretionary support for EOS software or hardware to customers for outage scenarios, which may be at additional cost. This level of support is typically limited to break/fix troubleshooting and resolution of the outage. Discretionary support will not include a formal root cause analysis, engineering escalations, evaluation of enhancement requests or pursuit of bug fixes after the EOS date. Support of any Software update is governed by the Support Services offered at the time of installation. Any support services provided after EOS is exempt from any response times and service level agreements and are subject to availability of Vocera resources during End User's normal business hours.

11. Order; Termination.

11.1 Order. All orders for Services are subject to the terms and conditions contained in these Support Terms and the applicable written quote or agreement signed by Vocera or a Reseller. All orders shall be initiated by written Purchase Order. Any different or additional terms preprinted on any End User Purchase Order or similar document are hereby rejected, notwithstanding any terms set forth therein to the contrary.

11.2 Termination. Notwithstanding written acceptance of a Purchase Order, Vocera shall not be obligated to deliver Services where (a) there is an arrears of 30 days or more on payments owing to Vocera or a Reseller in respect of Products or Services purchased by End User, or (b) the amount of the Purchase Order plus outstanding payments

owing to Vocera or a Reseller in respect of Products and Services purchased by End User exceeds the applicable credit limit established by Vocera or (c) where End User is otherwise in breach of these Support Terms.

11.3 Effect of Termination. Upon expiration or termination of the Support for any reason:

(a) All rights and obligations under these Support Terms shall immediately terminate, except as expressly set forth herein, and any outstanding obligations of End User to pay any amounts to Vocera or a Reseller shall remain in effect until paid.

(b) End User shall be permitted to use the Software included in the Systems for as long as its applicable End User License Agreement is in full force and effect, provided that End User is not in default of such End User License Agreement.

(c) In the event of termination by Vocera due to End User's uncured breach, no refunds or credits will be due. In the event of termination by End User due to Vocera's uncured breach, Vocera will refund any prepaid fees (if applicable) for the affected services that are not accrued as of discontinuance.

11.4 Survival. Any definitions, limited warranty obligations, disclaimers, limitations of liability, and any other provisions that by their nature should survive, shall survive any expiration or termination of the Support.

12. Limited Services Warranty.

12.1 Limited Services Warranty. Subject to Section 12.2 below, Vocera will perform the Services in a timely, commercially reasonable and workmanlike manner, materially conforming to any additional representations concerning the Services to which Vocera has agreed in writing and subject to the provisions of these Support Terms and provisions of any written agreement executed by End User. This limited warranty extends only to the original recipient of the Services. The original recipient of the Services must provide written notice to Vocera that the Services are not as warranted no later than 30 days after completion of the applicable Services, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, and at Vocera's sole discretion, the defective Services will either be reperformed to the extent they are capable of being reperformed and to the extent necessary to cure such breach or Vocera will refund the pro-rata price of the Support Offering attributable to the defective Services.

12.2 Limited Services Warranty Exclusions. Vocera makes no warranty and accepts no responsibility for Services provided at no charge or for failures in Services due to: (a) deficiencies in or the late delivery of materials required from End User; (b) non-conformities of End User systems to specifications in the description of Services in an applicable Vocera statement of work for professional services; (c) the inaccessibility or insufficient accessibility of End User systems or third party systems required by End User; (d) End User's failure to perform its responsibilities as required under these Support Terms and Vocera's published policies applicable to the Services; or (e) the lack of reasonable cooperation on End User's part as required under these Support Terms and Vocera's published policies applicable to the Services.

12.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 12.1, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. VOCERA'S SOLE OBLIGATION REGARDING THE IMPLIED WARRANTY OF NONINFRINGEMENT SHALL BE AS SET FORTH IN THE DEFENSE OF CERTAIN CLAIMS SECTION OF THE VOCERA SUPPLEMENTAL TERMS AND CONDITIONS OR TERMS AND CONDITIONS OF QUOTATION, AS APPLICABLE. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER.

Attachment 7
Professional Services Policy for Vocera Solutions
(Revision J)
Territory: United States and Canada

1. Preamble. This Professional Services policy ("Policy") governs the provision by Vocera Communications, Inc. and/or its corporate affiliates ("Vocera") of certain services described in one or more Statement of Work (each a "Statement of Work" or "SOW") and purchased by End User from Vocera. The services relate to Vocera Solutions consisting of hardware that End User may have purchased from Vocera or Vocera's authorized reseller pursuant to a separate agreement, and the associated Vocera Software and documentation licensed to End User by Vocera pursuant to Vocera's End User License Agreement ("EULA").

2. Services and Statement of Work. Each Statement of Work will include, without limitation, the applicable Statement of Work I.D., a description of the professional services to be provided thereunder, which shall be defined as the "Services" for purposes of this Policy and the SOWs only, the consideration to be paid for the Services, the site where Services are to be delivered, the term of the engagement, and other particulars of the Services.

3. Procedure. Each Purchase Order for Services must reference and must not contain terms or conditions inconsistent with such Statement of Work. Changes to the Services or other deliverables described in a Statement of Work will be effective only if agreed to by the parties in a written change order referring to a modified or existing Statement of Work setting forth the modifications and any resulting changes to the scope, delivery schedule, price, or payment terms.

4. Manner of Performance. Vocera has the sole and exclusive right to control or direct the manner or means by which the Services are performed and has the right in its sole discretion to subcontract any or all of its obligations and rights under the Statement of Work. Vocera shall be responsible for actions of its subcontractors with respect to End User and this Professional Services policy and any related Statement of Work as if performed by Vocera itself.

5. Responsibilities of the Parties.

5.1 Contacts. Each party will designate a management level person who will act as a point of contact for all matters relating to the Services for each Statement of Work.

5.2 Vocera Responsibilities. Vocera will implement the Services in the manner described in the Statement of Work. Vocera will assign qualified personnel to perform the Services. Vocera will have sole control over the methods and means of accomplishing the Services.

5.3 End User Responsibilities. End User agrees to:

(i) review and approve the content and the format of documents, procedures, and report(s) developed in connection with the delivery of Services;
(ii) provide and maintain End User systems, e.g. networks, servers, databases and applications, as contemplated in the Statement of Work;
(iii) provide the resources and facilitate the assumptions set forth in the Statement of Work; and
(iv) cooperate with Vocera in a timely and responsive manner, so that Vocera can fulfill its Services obligations; and
(v) provide information, data, or other materials ("End User Materials") to Vocera as stated in the Statement of Work, and provide assistance in the interpretation of End User Materials; and
(vi) provide written notification to Vocera, following receipt of any deliverable that Vocera designates as a "Final Deliverable," either accepting or rejecting such deliverable; provided, that (a) any such rejection must be provided within twenty-four (24) hours of End User's receipt of such deliverable and specify in reasonable detail the manner in which such deliverable is alleged to fail to materially conform to the corresponding Statement of Work or Statement of Work and (b) such deliverable shall be deemed accepted in the absence of timely rejection in accordance with this clause.

End User is solely responsible for the selection and content of End User Materials and assistance provided to Vocera and the availability and efficiency of any End User systems. End User's failure to provide materials, training, assistance, and contemplated systems sufficient to enable Vocera to fulfill its Services obligations, or the unavailability or inefficiency of third party systems required or provided by End User for performance of the Services, will excuse performance by Vocera to the extent of the deficiency.

5.4 Joint Responsibilities. The parties will agree on processes and procedures, including communications, status reporting, and escalation guidelines.

6. Ownership of Intellectual Property.

6.1 End User Materials. End User will own and maintain all intellectual property rights to any and all pre-existing End User intellectual property, including End User Materials, and any enhancements, modifications and/or derivatives thereto.

6.2 Vocera. Vocera will own all right, title, and interest in and to all inventions and discoveries developed hereunder, whether or not developed in provision of the Services by Vocera or jointly by Vocera and End User, including all rights in copyrights or other intellectual property rights pertaining thereto. Vocera grants to End User a royalty-free, non-exclusive, non-transferable, worldwide license in perpetuity, to use, modify, and reproduce (provided Vocera intellectual property rights are protected as stated herein), for End User's internal use only, any design specifications, or any other tangible deliverable developed hereunder.

6.3 License to Training Materials. Vocera grants to End User a non-exclusive, worldwide, royalty free license to use and reproduce the training materials, manuals, instructions, and guides ("Training Materials") that Vocera provides to End User in connection with the Services, solely for purposes of, and in such quantities as are reasonably necessary for, training End User's end users, employees, consultants, and agents in the use of Vocera products in accordance with the EULA. The Training Materials do not include materials provided to End User for use in a course of Vocera University. Such license is granted subject to the following restrictions: (i) End User must not copy the Training Materials, except as expressly authorized in the foregoing grant, and if End User does copy for these purposes, End User must preserve any proprietary rights notices on the Training Materials, and place such notices on any and all copies End User has made or makes; (ii) End User must not modify the Training Materials and must not create or attempt to create any derivative works from the Training Materials, except for derivative works used solely for purposes of training End User's end users, employees, consultants, and agents in the use of Vocera products as expressly authorized in the foregoing license grant; and (iii) End User must not sell or distribute the Training Materials. Vocera reserves all rights not expressly granted herein.

7. Fees and Payment.

7.1 Hourly Rate and Minimum. Vocera provides Services both on a time and materials basis and a fixed price basis. Time and materials services are provided at Vocera's standard hourly consulting rates with a minimum charge of one hour time at such rate. Fixed price services are custom quoted for each Statement of Work and are inclusive of all travel and expenses.

7.2 Travel and Expenses. For any SOWs stating expressly that it will be billed on a time and materials basis, End User is responsible for all reasonable travel and expenses associated with the performance of the Services in accordance with End User's Travel and Expense Policy as provided herein. Vocera shall only invoice End User for expenses incurred as a direct result of performing Services in accordance with the applicable time and materials Statement of Work. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by Vocera in the performance of its services.

Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel/traveler. **END USER assumes no obligation to reimburse travelers for expenses that are not pre-approved by END USER's representative or their designee which are not in compliance with this Travel Policy.**

Transportation:

- Domestic Airlines (Coach Ticket); one (1) checked bag fee. Number of trips must be approved by END USER.
- Personal Vehicle: END USER 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 $65 per day. This includes a 20% tip.

Lodging: Lodging will either be booked by END USER or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night excluding taxes and fees (Monday to Thursday) and not to exceed $225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). END USER will reimburse up to $125 per day. Return re-fuel cap of $50 per vehicle.

Uber/Lyft/Taxi Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. END USER will reimburse up to $125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the ***original itemized receipts*** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- VOCERA's Invoice
  - With copy of executed Agreement highlighting the allowable travel
  - List of travelers
  - Number of days in travel status
- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas 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 (END USER will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (e.g., unauthorized drop-off fees, rental dates not identified as official business dates)

- Mileage
- Travel time

Travel expenses shall not exceed $2,000.00 without prior written approval from END USER.

7.3 Invoice and Payment. Vocera invoices all fees and expenses on a periodic basis, and such invoices are due and payable thirty (30) days from the date of invoice. End User will pay Vocera such charges, rates and expenses without deduction, setoff or delay for any reason. End User represents and agrees that it has not relied on the future availability of any software update, upgrade, enhancement, improvement, or new function, feature, release, or version, in entering into the payment obligations for the Services. Unless this is a fixed price engagement, all invoices submitted shall specify in detail the time spent and the tasks performed during the period for which the invoice has been submitted. Vocera will provide copies of receipts for travel expenses of $25 or such other amount as the End User specifies in its standard Travel and Expense Policy provided to Vocera prior to the start of the engagement.

8. Segmentation. The Services are bid by Vocera separately from any Vocera software licenses. End User understands that it has the right to acquire the Services and any Vocera Software licenses separately.

9. Non-Solicitation. During the term of the Services and for six months thereafter, the parties will not directly or indirectly solicit to hire any employee of the other party who is an employee of the other party during the term of the Services; provided, however, that the parties will not be prevented from (i) soliciting to hire employees through advertising media generally available to the public or (ii) hiring any employee of the other party so long as such hiring was not initially solicited, directly or indirectly, by the hiring party.

10. Limited Professional Services Warranty.

10.1 Limited Professional Services Warranty. Vocera warrants that it will perform the Services in a timely, commercially reasonable and workmanlike manner, materially conforming to any additional representations concerning the Services to which Vocera has agreed in writing and subject to Vocera's published policies applicable to the Services. This limited warranty extends only to the original recipient of the Services. The original recipient of the Services must provide written notice to Vocera that any the Services are not as warranted no later than 30 days after completion of the applicable Services, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, the defective Services will be reperformed to the extent they are capable of being reperformed and to the extent necessary to cure such breach.

10.2 Limited Services Warranty Exclusions. Vocera makes no warranty and accepts no responsibility for failures in Services due to: (a) deficiencies in or the late delivery of materials required from End User; (b) non-conformities of End User systems to specifications in the description of Services in an applicable Vocera Statement of Work for professional services; (c) the inaccessibility or insufficient accessibility of End User systems or third party systems required by End User; (d) End User's failure to perform its responsibilities as required under this Policy and Vocera's published policies applicable to the Services; or (e) the lack of reasonable cooperation on End User's part as required under this Policy and Vocera's published policies applicable to the Services.

10.3 Disclaimer. EXCEPT FOR THIS EXPRESS WARRANTY, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER.

Vocera Communications, Inc.
P.O. Box 809087
Chicago, IL 60680-9087
T (408) 882-5600 F (408) 882-5601

Quote Number	MMORGAN-935240-035KS
Quote Created Date	September 18, 2025
Quote Expiration Date	December 26, 2025
Quote Prepared by	Mike Morgan
Phone	
Cell	8013723451
Email	mike.morgan@stryker.com

Customer Quotation

Subject to Additional Terms & Conditions contained below

Customer Name	**Deb Fox**
Company Name	**University Medical Center of Southern Nevada**
Street Address	**1800 W Charleston Blvd**
City, State Zip	**Las Vegas, Nevada 89102**
Phone / Fax	**(702) 383-6505 /**
Email	**deb.fox@umcsn.org**
Quote Description	**UMC of Southern Nevada - Enterprise Platform**
Vocera Support Services	**Premier**

Summary

Product Category	1st Year Price	2nd Year Price	3rd Year Price
Subscription, Software & Support	[redacted]	[redacted]	[redacted]
Professional Services & Extended Warranty	[redacted]	[redacted]	[redacted]
Hardware	[redacted]	[redacted]	[redacted]
Totals:	[redacted]	[redacted]	[redacted]

Qty	Product SKU	Product Description	Order Term (months)	Unit Price/Year	Total Price
Subscription (Term Based)					
[redacted]	908-00020	Hands-free Enhanced Voice [redacted]	36	[redacted]	[redacted]
[redacted]	981-00003	Hands-free Enhanced Voice [redacted]	36	[redacted]	[redacted]
[redacted]	908-00008	Engage, Enterprise License [redacted]	36	[redacted]	[redacted]
[redacted]	910-01947	Engage, EMDAN Integration	36	[redacted]	[redacted]
[redacted]	311-00005	Edge Standard [redacted]	36	[redacted]	[redacted]
				Subscription Subtotal USD	[redacted]

Total Annual Subscription **USD** [redacted]

Subscription Term - 3 Years

Billing Period - Annual

Qty	Product SKU	Product Description	Unit Price	Extended Price
Vocera Hardware				
[redacted]	220-02100	V5000, Smartbadge, inc. 1 yr warranty	[redacted]	[redacted]
[redacted]	230-02150	V5000 Battery	[redacted]	[redacted]
[redacted]	230-02158	V5000, Charger, 8-Bay, Universal	[redacted]	[redacted]
[redacted]	230-01930	V5000 / B7000 / C1000 Single USB-C Charger cable & wall plug, Universal	[redacted]	[redacted]
[redacted]	230-02152	V5000, Lanyard, Holster, 25 Pack	[redacted]	[redacted]
[redacted]	230-02155	V5000, Clip, Grip, 25 Pack	[redacted]	[redacted]
[redacted]	230-02200	V5000, Training Kit, 100 Users	[redacted]	[redacted]
[redacted]	000-09999	Freight	[redacted]	[redacted]
			Vocera Hardware Subtotal	**USD** [redacted]
Professional Services and Extended Warranty				
[redacted]	920-05002	Warranty, V5000, 2-Year extension	[redacted]	[redacted]
[redacted]	920-05082	Warranty, V5000, 8-Bay Charger, 2-Year extension	[redacted]	[redacted]
[redacted]	225-02634	Bundled Services, Workflow, Implementation and Training Services	[redacted]	[redacted]
[redacted]	240-01405	Vocera Premier Plus Support Services upgrade (Annual)	[redacted]	[redacted]
[redacted]	000-00205	Price Adjustment - Warranty	[redacted]	[redacted]
			Professional Services and Extended Warranty Subtotal	**USD** [redacted]

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Quote Number	MMORGAN-935240-035KS
Quote Created Date	September 18, 2025
Quote Expiration Date	December 26, 2025
Quote Prepared by	Mike Morgan
Phone	
Cell	8013723451
Email	mike.morgan@stryker.com

Total (excl.subscription)	**USD** [redacted]
Total System (incl.subscription)	**USD $4,330,094.68**

Note: Engage includes Software license rights and Software Maintenance and Support Services for the term.
Note: Hands-Free Enhanced Voice includes Software license rights and Software Maintenance and Support Services for the term.
Note: Prices are in USD $ and Exclude Taxes.
Note: Please Reference the Vocera Quote Number on your Purchase Order.
Notes:

Quote includes one-time discounts that expire December 26, 2025.

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City, State Zip	**Las Vegas, Nevada 89102**
Phone / Fax	**(702) 383-6505 /**
Email	**deb.fox@umcsn.org**

Quote Description	**UMC of Southern Nevada - Enterprise Platform**
Vocera Support Services	**Premier**

Terms and Conditions

1. Purchase orders should include (i) the Quote Number above; (ii) applicable details of each item ordered (e.g., quantity and SKU); (iii) confirmation of price; (iv) requested shipment date; (v) ship-to address; and (vi) bill-to address. Vocera reserves the right to decline orders received after the Quote Expiration Date. Professional services are subject to a separate engagement letter or statement of work.

2. This Customer Quotation is governed by the contractual provisions applicable to the corresponding products and services offered in this quotation and Customer's geographic region. These contractual provisions (including, without limitation, **Ex Works Origin** shipment terms and **Net 30** payment terms) and further explanatory information are available at www.vocera.com/legal. However, the provisions of a fully executed Master Purchase Agreement or other superseding document applicable to all quoted products and services prevail over such posted provisions.

Vocera Professional Services
Statement of Work

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

1800 West Charleston Blvd

Las Vegas, NV 89102

11/24/2025

Prepared by:

Tina Patel BSN, RN,
Principal Solutions Architect
Erika Stuyvesant,
Manager, Professional Services
Celena Chin,
Manager, System Administration
Mike Morgan,
Senior Area Sales Manager

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Record of Changes

Author	Reason for Change	PSR	Revision	Sales Quote #	Date
Tina Patel	Initial Draft	20371	02	914645-05	1/2/2025
	Scope of work corrected		03	914645-05	1/3/2025
	Services Quotation revised		04	914645-027	1/28/2025
	Services Quotation revised		05	914645-033	2/4/2025
	Services Quotation revised		06	935240-20	9/26/2025
	Approved language changes applied		07	914645-20	11/24/2025

Solution Deployment Introduction

Vocera Communications, Inc. ("Vocera") welcomes the opportunity to work with University Medical Center of Southern Nevada, ("Customer"), to provide the professional services required for the deployment of your Vocera solution.

An overview of the services included with your solution is as follows:

Software	Solution Details
Edge (Premium) with Voice	**Includes deployment of:** Edge Analytics ADT Patient Movement ADT Assignment Integration App Linking User to User Video Calling Privacy Dialing SMS Paging
Engage	**Includes deployment of:** Engage integrations from the following integration categories for all facility beds - Nurse Call - Patient Monitors - Electronic Medical Record - RTLS For deployment of Engage, integrations with Staff Assignment, Active Directory, and ADT will be included. *Non-Standard and Unreleased Integrations are not included.*
Vocera Analytics	**Includes deployment of:** Vocera Analytics Software

Customer Objective(s)

The Customer has chosen the Vocera solution for the following reasons:

- Support the customer's effort to secure Magnet status. Provide a quieter, more healing environment for patient care. Provide a safer environment for staff. Simplify care coordination and increase overall workflow efficiency by deploying a single enterprise communication and alert management platform.

Project Details

1. Project Management and Deployment Planning Services

A Vocera Project Manager will be assigned to this project at order acceptance. Project scheduling requests for project kickoff and other engagement activities, can only be committed by the assigned Vocera Project Manager.

The Vocera Project Manager will schedule calls with the Customer to officially initiate the project, review the scope of services to be provided, introduce team members, set expectations, and develop a communications plan.

To facilitate a productive engagement, Customer is responsible for the following:

- Providing a single point of contact to manage the Vocera implementation.
- Obtaining resources as necessary for implementation activities.
- Scheduling Customer personnel as necessary for implementation activities.
- Ensure that all necessary Customer IT and clinical personnel review and acknowledge completion of deliverables.

2. Vocera Solution Deployment Process

Your Vocera deployment will follow a carefully architected deployment process proven to produce optimal outcomes for your users. The Vocera Project Manager will guide you through each phase at a customized pace according to the scope of the project. At defined checkpoints throughout the project, your team will be asked to formally acknowledge or reject the completion of each phase before progressing to the next, ensuring alignment with Vocera's quality standards. As necessary, the phases below may be adjusted to align with the unique needs of your organization.

3. Vocera Performance Assessment Services

Deliverable: Performance Assessment Report

Vocera provides readiness assessment of your wireless network performance in relation to our devices. The assessment is performed to ensure that the network infrastructure can support the Vocera System, and the server hardware and software configuration meets Vocera's requirements Guide.The Vocera Wireless Engineer will coordinate the specific activities for the onsite assessment based on preparatory discussions with the customer and data collected

In the process of assessing Customer's network, Vocera will work closely with Customer's wireless engineers training them on Vocera requirements and tools, methodologies and debugging techniques necessary to maintain and improve the health of Vocera system.

Vocera will provide a comprehensive report to the Customer at the conclusion of the Performance Assessment.

Should the Performance Assessment reveal that your wireless network is not yet ready, Vocera may temporarily suspend deployment activities until the network issues are remedied. If you require Vocera resources for remediation confirmation, a Change Request will be necessary, potentially incurring additional fees.

Customer must provide two (2) supported smartphones for Performance Assessment, if applicable.

- These must be preconfigured for any Mobile Device Management (MDM) solution and the wireless network credentials.
- Provided devices should be representative of devices to be used with the Vocera Messaging application.

4. Vocera Solution Design

Deliverable: Communication and/or Notification Design Document

4.1 Vocera will facilitate a Design Kickoff with the key stakeholders, including Project Manager, Customer's System Administrator(s) and key clinical staff. Vocera will review the design process for development of the solution structure.

4.2 Vocera will conduct a series of design session(s) and develop design specifications

4.3 Vocera will document, design, and develop patient room groups as applicable for the Vocera Staff Assignment application.

5. System Installation, Configuration, and Testing Services

Deliverable: Implementation Workbook (System Ready)

5.1 Upon Customer review and approval of the Clinical Design specification and completion of the User List template, the Vocera Implementation Engineer will develop and document the initial database and call flow requirements.

5.2 If Customer requests call flow, messaging or database design changes after initial review and approval of the Vocera Communication Design or submission of the User List, the request will be handled through a Change Order for required rework.

5.3 Install and configure Edge according to the agreed upon server architecture.

5.4 Configure Vocera Edge Analytics server for data collection.

5.5 Install and configure the Voice software according to the agreed upon server architecture.

5.6 Install and configure Telephony services according to the agreed upon server architecture.

5.7 Install and configure the Engage software according to the agreed upon server architecture.

5.8 Build the configuration based upon integration design.

5.9 Vocera will work with the third-party vendor representative(s) to enable nurse call system caregiver to call back functionality (if applicable).

5.10 Assist Customer System Administrator with the initial Vocera database installation and configuration.

5.11 Conduct technical testing of the Vocera solution, working with your team to troubleshoot issues which may arise during the end-to-end testing.

5.12 To facilitate a productive engagement, Customer is responsible for the following:

5.12.1 When applicable acquire and configure all related server and network hardware and resources as identified by Vocera (and/or specifications provided by Vocera at time of project initiation).

5.12.2 When applicable ensure hardware required for Vocera System is ready at the time services are provided. This includes rack mounting servers, procuring IP address for servers, and configuring servers to network.

5.12.3 Assign technical resources that have access and adequate permissions on the Vocera servers and configuration computers.

6. Vocera Analytics Installation, Configuration, and Testing Services

Deliverable: Implementation Workbook

The Vocera Implementation Engineer will complete the following tasks:

6.1 Install and configure the most current release of Vocera software on the Vocera Analytics server.

6.2 Verify connectivity and data collection for all configured data sources.

6.3 Conduct end-to-end testing of the Vocera Analytics solution

6.4 Vocera will provide an Implementation Report documenting the initial configuration of the system at the completion of the installation.

7. Vocera Analytics Training Services

Deliverable: Training Report

7.1 Vocera's Clinical Informaticist will develop and deliver tailored training remotely for Vocera Analytics end users.

7.1.1 Provide remote Vocera Analytics end user training.

7.1.1.1 One (1) Vocera Analytics class will be provided.
7.1.1.2 Vocera Analytics User class size not to exceed twelve (12) seats.
7.1.2 Training will be delivered via webinar.
7.1.3 Customer Trainer(s) will train all remaining staff.
7.1.4 Vocera will work with the customer to establish the training schedule.
7.1.5 Customer is responsible for ensuring full attendance to each training session scheduled.

7.2 Vocera Analytics System Administrator Knowledge Transfer is a self-paced computer-based learning experience hosted by Vocera. Vocera Professional Services will provide Customer with information to access the computer-based training.

8. Vocera System Administrator Knowledge Transfer Services

Deliverable: Course Completion Certificate

8.1 Vocera Professional Services will provide an overview of the Vocera 5.x Vocera Systems Administration console

9. Solution Validation Services

Deliverable: Testing and Solution Validation Report

9.1 Conduct testing with the Customer's Project Team to demonstrate the solution configuration in a controlled, pre-go-live setting. The Customer's Project Team should participate in order to verify functionality as designed.

9.2 Vocera will debrief the Customer's Project Team with the final analysis of the Solution Validation and discussions will focus on any issues/concerns, technical hurdles, validation of the system and next steps.

10. Vocera Training Services

Deliverable: Training Report

Vocera's Clinical Informaticist will develop and deliver tailored training content to meet your organization's needs.

11. Vocera Go-Live Support Services

Deliverable: Go-Live Support Report

11.1 The Vocera Implementation Team will work with Customer Project Manager to coordinate the delivery of go-live support.

12. Post-Deployment Assessment Services

Deliverable: Post Deployment Assessment Report

Vocera Professional Services will provide a post-deployment assessment. The post-deployment assessment includes remote evaluation of reports, on-site clinical walk-throughs and clinical interviews. The assessment is performed by senior Vocera staff and examines end user satisfaction and congruency with workflow to identify areas of optimizing critical processes and user/system performance

Vocera will provide a Post-Deployment Assessment report documenting Vocera's findings and recommendations.

Vocera University

Vocera provides several training courses designed to promote Customer self-sufficiency in administering, supporting, and providing training on the Vocera solution. Customers interested in participating in a Vocera University course may find additional information regarding course content and costs at www.vocerauniversity.com .

Vendor Credentialing

- Vocera will work with Customer regarding Vendor Credentialing agencies. .
- Customer must provide credentialing requirements at least 60 days prior to onsite visits.

Solution Deployment Milestone Billing

This work will be done for the total fee presented in the Milestone table below, inclusive of travel expenses. If additional trips on-site are required to complete the implementation of the solution (as a result of project schedule delays and/or changes related to Customer deliverables, activities, network and infrastructure readiness, staff availability for scheduled meetings and end user training, staffing assignments etc.,), additional implementation fees may be incurred by Customer.

Vocera will make best effort to reschedule planned work consistent with the Customer's new dates**.** Customer must recognize that Vocera resources are typically scheduled many weeks in advance and that last minute changes are very disruptive. Vocera and Customer will mutually agree on an updated schedule, however Customer must realize that availability may result in a prolonged delay in the project.

This Project is expected to start no later than four (4) weeks from SOW signature, and the expected Project duration is provided by site in the Project Deployment Details (Appendix A) below. Project duration is defined as the time from Kickoff to completion of Post Deployment Assessment. Customer-requested delays extending Project duration require a Change Request process and may result in additional fees. If the customer requests the Project be put on hold, it will be documented through the Change Request process and Vocera will not provide any services during a hold period, including but not limited to status calls and project plan updates.

Vocera Professional Services invoicing will be submitted as outlined below:

Service	Price
Project Kickoff Complete	REDACTED
Design Complete	REDACTED
Testing and Solution Validation Complete	REDACTED
Vocera Training and Go-Live Support Complete	REDACTED
TOTAL OF ALL MILESTONES	REDACTED

Professional Services SKU Description				
Qty	SKU	Description	Unit Price	Total Price
REDACTED	225-02634	Bundled Services, Workflow, Implementation and Training Services	$1.00	**REDACTED**

Premier Plus Support Services: Introduction

Vocera Professional Services is pleased to have the opportunity to work with University Medical Center of Southern Nevada, "Customer," and your staff to provide Premier Plus Support Services for the management of your Vocera System with up to a 537 Enterprise Voice License and Edge License, and Engage Enterprise License and any increases in licensing for the term of this agreement, serving end users on the following one (1) campus:

Facility Name	Facility Address
University Medical Center of Southern Nevada	1800 West Charleston Blvd Las Vegas, Nevada 89102

Premier Plus Support Services

Vocera Premier Plus Support Services for Vocera the Vocera System is a comprehensive and systematic delivery of best practices in the use, maintenance, and on-going design support of the Vocera system. Premier Plus Administrators are employees of Vocera, deployed under the supervision and direction of Vocera. Training and supervision are focused on delivering a customer experience inclusive of the attributes described below.

Customer Premier Plus Support Responsibilities

NOTE: Vocera Premier Plus Support Services requires an active Premier-level Technical Support and Maintenance Agreement.

To facilitate a productive engagement, Customer is responsible for the following:

- Access points, network infrastructure, hardware, and systems software to support the requirements for the Vocera System.
- Knowledgeable University Medical Center of Southern Nevada -employed point-of-contact for the Vocera Premier Plus Administrator to assist with the processing of the University Medical Center of Southern Nevada security paperwork and IT systems access.
- Customer is responsible for clinical module maintenance that is dependent on the EHR integrations.
- Required ID cards, as quickly as possible, for secured access to all implemented areas/floors (excluding narcotics areas).
- Workstation, which must be large enough to accommodate an ample work area for evaluating and repairing Vocera devices, laptop with dual monitors, telephone, pager (if used), Barcode scanner, a Vocera badge, two batteries, and a single-bay charger.
  - It is strongly encouraged that the Vocera Premier Plus Administrator be given an office to be able to work in. Vocera work can be very disruptive to other staff (e.g., configuring badges). This office or workspace should be located in the hospital, rather than in a separate IT or administrative building.
- Lockable storage cabinet to safely store equipment inventory, accessories, and training materials.
- Active Directory (AD) e-mail account.
- Access to the Vocera admin console; also required are both local admin and remote (VPN or Citrix) access to the Vocera servers for routine maintenance, data logs, and software update activities.
- Access to relevant policy and procedure, change management, help desk ticketing, shared drive, and SharePoint systems.
- Introduction to key clinical stakeholders, including nursing, biomedical engineering, infection control, telecom, applications, and network staff. Ideally, the Vocera Premier Plus Administrator shall partner with clinical leadership to facilitate relationships with end-users and to gain access to clinical workflows.
- Policy mandating that new users attend a Vocera training session. Basic end-user class size should not exceed eight; superuser class size should not exceed 12. Ensure that class attendees will have a production Vocera device upon completion of course. Ensure that the training classroom(s) have good wireless coverage.
- Timely information regarding employee additions, changes and removals to support effective administration of the Vocera database.
- Organizational security standards regarding the number of days inactive accounts are allowed.
- Access to the Vocera Badge Configuration Unit (BCU), which will include a dedicated computer and access point. These requirements are referenced in the Vocera Infrastructure Planning Guide.
- Access to a high-quality color printer for printing Vocera training materials.

- Appropriate Personal Protective Equipment (PPE) for protection against hazardous workplace environments or situations.

Assumptions

The Vocera System Administrator is not responsible for the following:

- Troubleshooting or maintaining hardware infrastructure, including servers, server operating systems, server security certification processes work, Active Directory, network and the PBX.
- Integration of Vocera to any third-party components.
- Clinical module maintenance that is dependent on the EHR integrations.
- Configuration of telephony switch / PBX.
- Wireless remediation, including but not limited to configuration and/or adjustment to network controllers / settings.
- Vocera Professional Services should be quoted for deployment and training services for expansions to new hospital sites and/or multi-department tower expansions.
- Physically entering a hazardous, restricted or clinically sensitive area, such as an isolation or med room.

Premier Plus Support Services: Services Quotation Summary

Facility	Maximum Project Duration
University Medical Center of Southern Nevada	52 Weeks

Vocera will provide University Medical Center of Southern Nevada twelve (12) consecutive months of Vocera Premier Plus Support Services.

This work is inclusive of travel expenses. If trips are required other than to the sites stated on page one of this Statement of Work, additional travel expenses may be incurred by University Medical Center of Southern Nevada.

Customer will provide a minimum of 60 days' notice prior to this contract end date regarding the renewal of the Vocera Premier Plus Support Services. At the end of this contract, Vocera Premier Plus Support Services contracts can be renewed for an additional twelve (12) months at the regular rate of [REDACTED] per quarter. All subsequent renewals will be available on an annual basis.

Professional Services SKU Description				
Qty	SKU	Description	Unit Price	Total Price
REDACTED	240-01405	Vocera Premier Plus Support Services upgrade (annual)	REDACTED	REDACTED
REDACTED	240-01239	Reasonable and Actual Reimbursable Expenses, NTE	REDACTED	REDACTED

Statement of Work Approvals

Vocera Professional Services are delivered subject to and conditioned on the terms and conditions of the Vocera Professional Services Policy in effect as of the date hereof and available on-line at www.vocera.com/legal.

Customer may request that Vocera Professional Services perform additional services that exceed the scope of this SOW at any time. If this occurs, the Vocera project team will communicate with the Customer Project Manager regarding the additional scope and estimated cost of these additional services. If additional services necessitate a change order the Vocera Project Manager will provide a Change Request to the customer documenting requested changes and impact to project budget. Additional services will be scheduled upon signed Acceptance of Change Request.

This SOW must be signed by Customer's authorized signatory on or before 12/31/2025 and will come into effect when countersigned by Vocera's authorized signatory**.** Please provide the signed document to Vocera, in its entirety, via fax (408.882.5601) or e-mail to vcorders@stryker.com . Your signature implies that you have read this document and understand and agree with all information contained within the document and appendices.

We are pleased to have you as a customer and hope this will begin a long and pleasant association. Please date and sign a copy of this letter and return it to us, in its entirety, to acknowledge your agreement with the terms of this engagement.

By University Medical Center of Southern Nevada:	**By Vocera:**
Signature:	Signature: Erika Stuyvesant (Dec 2, 2025 10:31:35 EST)
Printed Name:	Printed Name: Erika Stuyvesant
Title:	Title: Senior Regional Manager
Date:	Date: 12/2/2025

Vocera is now a part of Stryker

Vocera Communications, Inc.
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United States

tel : +1 408 882 5100
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toll free : +1 800 331 6356

www.vocera.com

Business Associate Agreement

This Agreement is made effective the 2nd of December, 2025, 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 **Vocera Communications, Inc.**, 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 "protected health information" as defined in 45 C.F.R. § 160.103 but limited to the Protected Health Information received from, or created or received on behalf of, Covered Entity by Business Associate in connection with the Services "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. Notwithstanding the foregoing, Covered Entity acknowledges that Business Associate routinely experiences unsuccessful Security Incidents that do not result in unauthorized access to, or use or disclosure of, PHI, such as pings, port scans, phishing attempts and other unsuccessful Security Incidents. The Parties acknowledge and agree that no further notice shall be required of such unsuccessful Security Incidents

(b) When a Breach of PHI 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 be liable for costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

Business Associate's liability, if any, for damages to Covered Entity for any cause whatsoever arising out of or related to this BAA, and regardless of the form of the action, shall be limited to Covered Entity's actual damages, in an amount no more than [REDACTED]. Except as expressly set forth herein, Business Associate shall not be liable for any indirect, incidental, punitive,

exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this BAA or any action, inaction, alleged tortious conduct, or delay by Covered Entity.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to HIPAA assessment questionnaires provided by Covered Entity and personnel 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, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty 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:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Name: Clay Romano
Title: CEO	Title: Senior Director of Sales

Date:_____ Date: December 3, 2025

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	**Vocera Communications, Inc., a Stryker company**	
(Include d.b.a., if applicable)		
Street Address:	**5900 Optical Court**	**Website: https://www.stryker.com/us/en/index.html**
City, State and Zip Code:	**San Jose, CA 95138**	**POC Name: Mike Morgan** **Email: mike.morgan@stryker.com**
Telephone No:	**408-882-5600**	**Fax No: 408-882-5601**
Nevada Local Street Address: **(If different from above)**	**N/A**	**Website: N/A**
City, State and Zip Code:	**N/A**	**Local Fax No: N/A**
Local Telephone No:	**N/A**	**Local POC Name: N/A** **Email: 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)
Stryker Corporation		**100%**

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

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

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

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

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

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

Clayton C. Romano

Signature

Clayton Romano

Print Name

Senior Director, Sales

Title

October 31, 2025

Date

DISCLOSURE OF RELATIONSHIP

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

Note that Vocera Communications, Inc., is owned by Stryker Corporation, a publicly traded company, and individual shareholders may be a UMC employee/official or have a relationship to a UMC employee/official.

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Award RFQ No. 2025-06 Renal Dialysis Coordinator Services to Patient Pathways, LLC**	**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 the RFQ No. 2025-06 Renal Dialysis Coordinator Services to Patient Pathways, LLC; approve the RFQ No. 2025-06 Service Agreement; authorize the Chief Executive Officer to execute the extension options and future amendments within his yearly delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000829000
Funded Pgm/Grant: N/A
Description: Renal Dialysis Coordinator Services
Bid/RFP/CBE: RFQ 2025-06
Term: 3 years from Go-Live Date with two, 1-year options
Amount:

Year 1: $12,565.38 per month or $150,784.56 annual total
Year 2: $12,565.38 per month or $150,784.56 annual total
Year 3: $12,753.86 per month or $153,046.32 annual total
Renewal Option Year 4: $12,753.86 per month or $153,046.32 annual total
Renewal Option Year 5: $13,008.94 per month or $156,107.28 annual total
---
Potential aggregate of $763,769.04 for five (5) years

Out Clause: 30 days w/o cause

BACKGROUND:

On July 22, 2025, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFQ No. 2025-06 for Renal Dialysis Coordinator Services. The RFQ was also published in the Las Vegas Review Journal on July 27, 2025. On August 27, 2025, responses were received from:

Cleared for Agenda
December 10, 2025

Agenda Item #
8

Patient Pathways, LLC
SII Rion, LLC

An ad hoc committee reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with Patient Pathways.

For the potential aggregate RFQ award amount of $763,769.04 for the Term of the Agreement, Patient Pathways will provide an onsite Renal Dialysis Coordinator who will: (i) contact local dialysis clinics and timely coordinate the discharge planning and placement of eligible patients who need ongoing outpatient dialysis treatment (post-discharge); (ii) provide patient education and treatment options; (iii) help mitigate dialysis on the day of discharge and admissions through the Emergency Department; and (iv) provide detailed analytics and reporting. Patient Pathways is a provider-neutral renal discharge planning and placement service that will place patients at a clinic of patient's choice.

The Agreement's go-live term is three (3) years from the Commencement Date, with the option to extend for two (2) one-year periods. Staff has negotiated the terms of the Agreement and fees associated with this service and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to: (i) sign the Agreement; (ii) exercise any extension options; and (iii) execute future amendments within his yearly delegation of authority if deemed beneficial to UMC.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT FOR RENAL DIALYSIS COORDINATOR SERVICES RFQ NO. 2025-06

PATIENT PATHWAYS, LLC
NAME OF COMPANY
Jenna Freeman, Senior Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2000 16th Street Denver, CO 80202
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(714) 743-5438
(AREA CODE) AND TELEPHONE NUMBER
Jenna.Freeman@patientpathways.org
E-MAIL ADDRESS

SERVICE AGREEMENT FOR RENAL DIALYSIS COORDINATOR SERVICES

This Service Agreement (the "Agreement") is made 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 PATIENT PATHWAYS, LLC, a subsidiary of DaVita Inc., and a Colorado limited liability company with its principal place of business at 2000 16th Street, Denver, CO 80202 (hereinafter referred to as "COMPANY"), for Renal Dialysis Coordinator Services (hereinafter referred to as the "Services" or "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

The term of this Agreement will commence on the last date of signature of the parties below (the "Effective Date"). The implementation phase for this PROJECT, as defined in **Exhibit A**, will commence on the Effective Date and will remain in effect for up to ninety (90) days ("Implementation Period"). Any changes to the Implementation Period must be mutually agreed to in writing. After the Implementation Period, COMPANY's services will Go-Live for the PROJECT ("Commencement Date") and continue for three (3) years ("Initial Term"). Both parties will certify in writing the Commencement Date of this Agreement. At the end of the Initial Term, the parties have the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon mutual written agreement, at the applicable Renewal Option Year rates indicated in Section II.A below. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement and will be compensated in accordance with Section II.A.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Services (**Exhibit A**), 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. Beginning on the Commencement Date, COMPANY shall be paid as follows:

1. Year 1: $12,565.38 per month
2. Year 2: $12,565.38 per month
3. Year 3: $12,753.86 per month
4. Renewal Option Year 4: $12,753.86 per month
5. Renewal Option Year 5: $13,008.94 per month

B. Terms of Payments

1. Payment of undisputed amounts will be made within ninety (90) calendar days after receipt of an invoice.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Services, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address. Notwithstanding the foregoing, in the event COMPANY reissues an invoice with all information set forth in Section II.B.2.a, HOSPITAL agrees that it will issue payment in the timeframe set forth in Section II.B.1.
    b. Expenses not defined in **Exhibit A**, Scope of Services, will not be paid without prior written authorization by HOSPITAL.

c. HOSPITAL's representative shall notify COMPANY in writing within forty-five (45) calendar days of any disputed amount included on the invoice. Upon mutual resolution of the disputed amount, if applicable, COMPANY will create a credit memo and will notify HOSPITAL of the credit memo amount.

3. The parties agree to abide by Nevada Revised Statute 244.250.

4. Invoices shall be submitted to HOSPITAL via email at the following address: umc_ap@umcsn.com. HOSPITAL may change its designated email address for billing by emailing COMPANY at: DaVita.HSG.CustomerExperience@davita.com.

C. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.

2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Services as set forth in **Exhibit A** of this Agreement, attached hereto. COMPANY represents and warrants to HOSPITAL that it will not be providing temporary and/or permanent placement or other personnel staffing or hourly labor for HOSPITAL during the term of this Agreement. A breach of this representation by COMPANY shall render this Agreement immediately voidable.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time request changes within the general scope of this Agreement and in the services or work to be performed. The parties agree to negotiate in good faith to determine COMPANY's ability to perform such services or work and any equitable adjustments that may be required for COMPANY to perform those requested services. Any modifications to the scope of this Agreement, the services or work to be performed, or any related equitable adjustments shall be memorialized in an amendment to this Agreement signed by both parties.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under

the personal supervision of the Manager. Should the Manager or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must notify HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY 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 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 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 agrees that for a period of one (1) 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.

F. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of its responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.

G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

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

I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of its responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Linda Rubin**, telephone number **(702) 702-383-2460** or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. COMPANY shall complete the PROJECT in accordance with the milestones contained in **Exhibit A** of this Agreement.

C. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by either party for its convenience; but only after a party has given not less than thirty (30) calendar days' written notice of its intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on

performed or unperformed services or other work.

3. Effect of Termination
   a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
      i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work.
   b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph G. Each party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other party regarding the PROJECT including, but not limited to, protected health information ("PHI"), and shall certify in writing to the other party, no later than thirty (30) days after termination, that it has done so.
   c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
   d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. 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 reserves the right to self-insure this coverage. 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; or certified U.S. mail, return receipt requested; or first class/postage prepaid U.S. mail; or overnight courier at the following addresses, or such other address that a party may designate in writing:

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

TO COMPANY:
DaVita Inc.
Attn: Hospital Services Group Paralegal
5200 Virginia Way
Brentwood, TN 37027

Notices will be considered to have been given at the time of actual delivery in person with receipt acknowledgment in writing, three (3) business days after deposit in the mail as set forth above, or one (1) business day after delivery to an overnight courier service.

SECTION XII: MISCELLANEOUS

A. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

To the extent allowable by Nevada law, each party shall be responsible for its own actions for any third party 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 such party or the employees, contractors, or agents of such party during such party's performance of this Agreement. HOSPITAL explicitly retains all defenses to indemnification that may exist under Nevada law and any indemnification by HOSPITAL under this Section shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, 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 this Agreement and be cause for suspension and/or termination of this Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services that no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL's confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act ("HIPAA"), as may be amended from time to time, is protected health information ("PHI"), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement ("BAA") which is attached to and incorporated into this Agreement as **Exhibit C**.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list ("OIG website"), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs ("GSA website") for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's ("OFAC's") blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this

paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

O. Public Records

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

P. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

Q. Clark County Business License / Registration

If HOSPITAL requires COMPANY to secure a Clark County Business License prior to the commencement of the PROJECT, HOSPITAL will notify COMPANY of such a requirement and COMPANY warrants that it will secure a valid Clark County Business License prior to the Commencement Date and will maintain such licensure through the duration of this Agreement.

R. Prohibition Against Israel Boycott

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

S. 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.

T. 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.

U. 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.

V. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this Agreement and any attached exhibits, appendices or other materials, this Agreement shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives to be executed on the dates set forth below.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

PATIENT PATHWAYS, LLC

By:_____ _____

Name: _____ DATE

Title: _____

EXHIBIT A
RENAL DIALYSIS COORDINATOR SERVICES
SCOPE OF SERVICES

A. Overview:

COMPANY to provide Renal Dialysis Coordinator Services to meet the needs of HOSPITAL. Services will include the development and implementation of providing patient education, processing timely dialysis placement referrals, and managing avoidance of admissions through the Emergency Department (i.e., ED diversion) and dialysis on the day of discharge, to the extent described herein. The Renal Dialysis Coordinator ("Coordinator") is responsible in (1) educating mild chronic renal failure adult patients and end stage renal disease (ESRD) adult patients; (2) providing supervision and participation in completion of short and long term care plans; (3) providing admission of new adult patients according to facility procedure; (4) ensuring the educational needs of patients are met, and educating patients and their family about end state renal disease, dialysis therapy, diet and medication; and (5) arranging outpatient dialysis chairs, obtaining labs and clinical information, and discussing with the patient the location of the outpatient dialysis chair based on their demographics.

As used herein, "Eligible Patients" shall be defined as adult patients of HOSPITAL who (i) have compromised kidney function, (ii) are admitted to the acute care setting as either inpatient or observation status or who are Emergency Department outpatients, and (iii) who are identified by HOSPITAL or its physicians through a written order as requiring dialysis services post-discharge and who require a placement.

Patients with normal kidney function or who are hemodynamically stable shall not be Eligible Patients. Patients receiving care through other non-acute care units, such as long-term acute care hospital beds or skilled nursing facility swing beds, shall also not be Eligible Patients; provided, however, that COMPANY may, in its sole discretion, accept one or more of such patients and such patients will then be considered "Eligible Patients".

B. Responsibilities of COMPANY (Pathways Navigator Services):

1. Beginning on the Commencement Date, COMPANY will provide the following Services to Eligible Patients:
    a. Assist HOSPITAL by performing the following placement-related services for Eligible Patients:
        i. Checking the availability of outpatient dialysis facilities within an appropriate geographic area;
        ii. Confirming final placement with an outpatient dialysis facility; and
        iii. Facilitating the transfer of necessary PHI and patient medical records.
    b. Assist HOSPITAL by performing education-related services for Eligible Patients on the following topics:
        i. Post-discharge outpatient dialysis and related topics which may be useful or necessary to improve patient understanding and health literacy regarding the patient's medical diagnosis which resulted in the need for dialysis treatment (e.g., acute kidney injury, ESRD);
        ii. Available dialysis treatment modalities and related non-clinical matters which may impact the patient health (e.g., diet, lifestyle); and
        iii. Transition/continuity of care, third party or community-based charity care/grant programs, financial obligations post-discharge, insurance verification, and insurance issues more broadly.
    c. Provide HOSPITAL with information and insight related to Services performed for Eligible Patients through the following tools:
        i. Regular quarterly reporting of Services-related metrics, such as time for placement steps, placed patients, length of stay, readmission related information, ED diversions, and dialysis on day of discharge; and
        ii. Review and good faith consideration of ad hoc reporting requests derived from information which is readily accessible and easily produced with minimal preparation time (<1 hour) through available software platforms.

d. In the event that HOSPITAL desires additional custom reporting, the parties may agree to the performance of such add-on reporting services for an additional fair market value fee for each custom reporting solution. COMPANY and HOSPITAL will work together to document the fair market value fee through a mutually executed amendment.

2. The Coordinator's onsite work schedule at HOSPITAL is from Monday to Friday, 8:00 a.m. to 4:30 p.m.
3. The Coordinator will record patient data in Epic to include the filing and scanning of patient documents as necessary, and follow HOSPITAL's compliance audits and policies.
4. COMPANY will make available to HOSPITAL and Eligible Patients a list of all available Medicare-participating dialysis facilities within a geographic area requested by the Eligible Patient. The list of available dialysis facilities shall be presented either in order of geographic proximity to the Eligible Patient or alphabetically. Dialysis facilities may request to be listed as available in connection with HOSPITAL's discharge planning process. COMPANY will not attempt to influence Eligible Patients in their choice of dialysis facilities.
5. COMPANY will respect and honor an Eligible Patient's choice of dialysis facility when performing the Services. COMPANY staff may provide additional information, as applicable, about the selected facility, including directions and a welcome letter, if made available to HOSPITAL in connection with HOSPITAL's discharge process. Referrals are only generated once the patient has selected their dialysis facility of choice.
6. COMPANY will document that Eligible Patients are being informed of their ability to freely choose dialysis facilities, informed of whether COMPANY has any direct/indirect ownership interest in any dialysis facilities listed as available, and have been provided with a list of available dialysis facilities for review and consideration.
7. COMPANY shall use its best efforts to attend HOSPITAL meetings related to discharge planning which might impact implicated Eligible Patients.
8. COMPANY shall reasonably cooperate with HOSPITAL in connection with HOSPITAL's supervision of the Services performed by COMPANY.
9. COMPANY will not provide any discharge planning services to HOSPITAL in relation to patients who are not Eligible Patients.
10. COMPANY shall disclose to all Eligible Patients that COMPANY is affiliated with HOSPITAL under this Agreement and shall obtain a signed patient acknowledgement to document that the disclosure occurred.
11. COMPANY agrees to develop an appropriate and mutually agreeable education/awareness plan in collaboration with HOSPITAL. The goal of the plan is to ensure that impacted physicians and department/units are made aware of and educated about COMPANY and its Services in advance of any Services being performed, if possible.
12. COMPANY will facilitate the sending of patient information/medical records to dialysis facilities and other related providers for purposes of ensuring an effective transition of care in compliance with HOSPITAL policies and procedures and applicable law.
13. COMPANY will survey Eligible Patients, or their designated caregiver, on the content and quality of education furnished by COMPANY staff as part of the Service. HOSPITAL agrees that COMPANY may utilize the results of such satisfaction surveys to assess the performance of COMPANY staff under this Agreement.
14. Facilitate continuity of care for patients by planning and exchanging information with the inpatient dialysis provider and/or the community-based dialysis facility. This includes a proactive review of the patient's chart to ensure outpatient dialysis care is scheduled and communicated to the patient and family, and inform the patient that the patient will need to arrange their own transportation to their dialysis appointment. HOSPITAL acknowledges that COMPANY will comply with provider orders when arranging follow-up dialysis care for all patients.

C. <u>Responsibilities of HOSPITAL (Pathways Navigator Services)</u>:

1. HOSPITAL, in consultation with COMPANY, shall be responsible for:
   a. Developing written policies and procedures regarding its renal case management process.
   b. Ensuring patients' rights to access to renal case management are upheld.
   c. Selecting HOSPITAL staff to participate in the renal case management process, evaluation, plan development, and implementation and reassessment for all patients.
   d. Maintaining compliance with 42 C.F.R. § 482.43.
   e. Ensuring that renal case management care plans are included in the patients' medical records.
2. HOSPITAL shall provide COMPANY with copies and timely training regarding all HOSPITAL policies, procedures, and protocols related to the use and disclosure of PHI for treatment, payment, and operations.
3. HOSPITAL shall be solely responsible for informing members of HOSPITAL's Medical Staff of its goals and the purpose of the Services provided by COMPANY. HOSPITAL must determine the notification process by which COMPANY is informed of Eligible Patients who will require the Services. Such notification must occur no less than daily.
4. Items to be provided by HOSPITAL:
   a. Daily listing/notification of Eligible Patients requiring the Services.
   b. Adequate staffing, including nurses, social workers, and case managers.
   c. A mutually acceptable and secured/locked area for storage of PHI and sensitive materials or documentation.
   d. Telephone services which will include outside line usage located in the space provided for the provision of the Services. Direct access to the public internet via a publicly routable IP address that is assigned to COMPANY by HOSPITAL's Internet Service Provider or a private IP address from HOSPITAL's network with appropriate accommodations made on HOSPITAL's internet firewall to allow connectivity to COMPANY's VPN. COMPANY will pay for the connectivity charges and network change requirements.
   e. Adequate Safe Space, consistent with all applicable guidelines and regulations, to perform the Services. "Adequate Safe Space" shall mean that COMPANY's staff will be free from any real or threatened acts of physical violence from, but not limited to, HOSPITAL patients. If COMPANY has reason to believe its personnel may be subject to any kind of physical abuse, HOSPITAL agrees to work with COMPANY to ensure the integrity of the Adequate Safe Space by taking mutually agreed upon actions. For example, HOSPITAL may provide security personnel. "Adequate Safe Space" shall also mean the space necessary for COMPANY's staff to perform the Services, including a dedicated location and space for meeting with patients, completing paperwork, and accessing necessary computer systems.
   f. All necessary medical record charting forms.
   g. Orientation/training to all COMPANY's staff with respect to HOSPITAL's policies and procedures applicable to the provision of the Services (e.g., fire safety, evacuation procedure, hazardous materials, communication, safety, etc.), so long as such policies and procedures are consistent with those of COMPANY.
   h. HOSPITAL will make available to COMPANY's staff within two (2) weeks of the Commencement Date, the onsite and remote access to and training on all necessary HOSPITAL computer systems or electronic medical record systems necessary to perform the Services.
   i. HOSPITAL will make available to the Coordinator within one (1) week of the Commencement Date, all appropriate identification/badging to facilitate all necessary access to HOSPITAL's departments/units to perform the Services.
   j. A completed satisfaction survey provided by COMPANY in relation to COMPANY's performance under this Agreement that is due in ninety (90) days after the Commencement Date and annually thereafter.
   k. Required Data. HOSPITAL must provide to COMPANY all data which is required for the performance of the Services, in the medium and format set forth in **Exhibit A-1** (Data Format Requirements).

D. Service Location:

All services are to be performed at HOSPITAL's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

E. Billing:

1. HOSPITAL shall directly bill patients and/or third party payers for all professional and technical components. HOSPITAL will retain all patient billing rights.
2. In furtherance of the foregoing and without limiting in any way the generality thereof, COMPANY/Coordinator agrees:
   a. To use his/her best efforts to ensure that all medical records for the services provided to Eligible Patients at the Transplant Department are complete and accurate when appropriate.

F. Experience:

Possess a Bachelor's Degree and/or three (3) years' experience in a healthcare setting, particularly in a dialysis-related position or coordinating chair times for dialysis treatments.

G. Standards of Performance:

1. Adhere to The Joint Commission (JC) and/or Det Norske Veritas (DNV) standards, CMS, and other regulatory agencies.
2. Adhere to HOSPITAL's Code of Conduct and standards of practice.
3. Adhere to HOSPITAL's electronic charting processes in Epic and/or other HOSPITAL designated system.
4. Continuous improvement of HCAHPS scores.

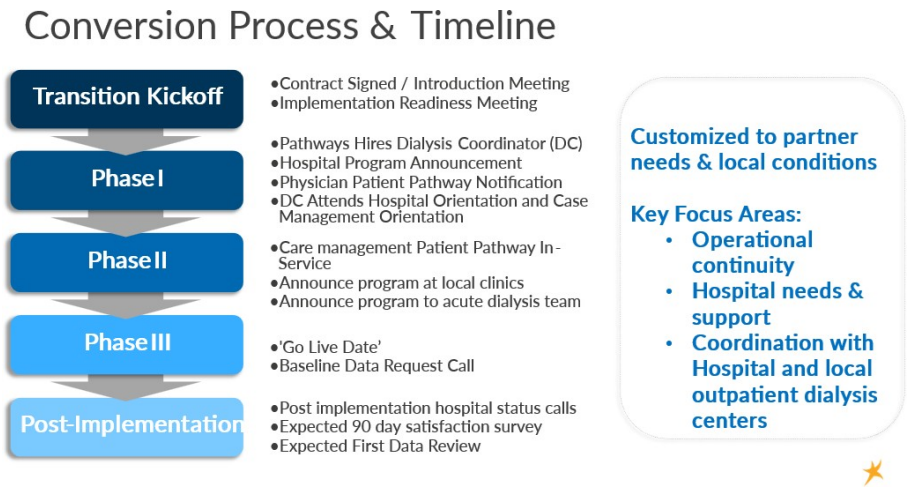
H. Expectations:

1. The Coordinator employed by COMPANY shall at all times hereunder be a member in good standing at HOSPITAL, with suitable credentials and appropriate hospital privileging. If the Coordinator fails to maintain appropriate hospital credentials and appropriate privileging in good standing, such individual shall not be permitted to render services. COMPANY shall also replace such individual who is suspended, terminated or expelled, tenders his/her resignation, or violates the terms and conditions required of this Agreement. In the event COMPANY replaces the Coordinator, such new staff member shall meet all of the conditions set forth in this Agreement. COMPANY shall use reasonable efforts to replace such individual within a timeframe agreed upon between COMPANY and HOSPITAL.
2. HOSPITAL reserves the right to immediately remove the Coordinator from its premises for behavior that HOSPITAL deems to be an immediate threat to the health or welfare of HOSPITAL's patients, staff members, visitors or to HOSPITAL's operations. In such an event, HOSPITAL shall notify COMPANY in writing of its actions and the reasons for its actions as soon as practicable.
3. COMPANY will provide the Coordinator with the tools and resources necessary to perform the job which includes but are not limited to receipt of proper training/education to provide dialysis services and continuity of care for patients, use of a laptop and cell phone to facilitate communication with all parties including HOSPITAL and outpatient centers; access to best demonstrated practices that have been developed throughout all of COMPANY's Patient Pathways program in the United States, use of educational materials to be shared with patients.

I. Implementation Timeline:

1. On day one of the Implementation Period, COMPANY will provide a dedicated staff to ensure there is a high level of communication with all parties, and action items will be set in motion. The Implementation Period covers all aspects of hiring staff, training, completion of HOSPITAL credentialing/orientation, process meetings, etc.

2. The anticipated timeframe to complete the Implementation Period is no more than ninety (90) days from the execution of this Agreement, unless changes/extensions are mutually agreed to in writing by the parties, and COMPANY's services should then be available and fully operational at HOSPITAL (Go-Live).
3. COMPANY's implementation process includes the following steps:



J. <u>Service Metrics</u>:

The following metrics will be evaluated by COMPANY to present service improvements at HOSPITAL:

1. <u>Length of Stay</u>: COMPANY's onsite Coordinator intervenes first in the acute care setting. This allows the Coordinator to consult with the nephrology and case management teams to identify unique needs related to the patient discharge plan. The Coordinator will ensure all elements of a dialysis referral are complete and accurate. Confirmation of outpatient dialysis chair availability and time to occur ~1.5 to 2 days prior to the patient being medically cleared for discharge. Length of stay is tracked monthly and will be reviewed with HOSPITAL quarterly.
2. <u>Readmissions</u>: COMPANY will provide a Care Transition Reporting document upon both admission and discharge to/from the hospital setting. The admission detail is shared with the patient's Nephrologist as well as his/her dialysis unit in the outpatient setting. Information shared includes all dialysis-related documentation (i.e., treatment run sheets, nephrology consult(s), progress notes from dialysis RN, etc.), updates in medication and labs, as well as history, physical and discharge summary. Follow-up discussions may occur during the hospital stay with the outpatient treatment team if the patient's disposition changes. This process assists the outpatient dialysis units to follow-up with the patient post-hospitalization to ensure any changes to medications, treatment regimen, dry weight, etc. is reviewed by the care team.
3. <u>Avoidable Admissions through the Emergency Department</u>: COMPANY will use commercially reasonable efforts to assist in avoiding unnecessary dialysis utilization in the HOSPITAL's Emergency Department (ED) through rapid intention by COMPANY's onsite Coordinator. The Coordinator and HOSPITAL's ED team will work collaboratively when an ESRD patient is admitted. Utilizing agreed upon parameters of avoidable admissions/dialysis treatments, the Coordinator will coordinate treatment in the outpatient setting. COMPANY is provider-neutral and has proven processes to partner with local kidney care providers and physicians to develop an infrastructure that best meets the needs of HOSPITAL and its community.
4. <u>Reducing Dialysis on Day of Discharge</u>: COMPANY will use commercially reasonable efforts to reduce dialysis on the day of discharge (DODD) to stable patients who are able to receive outpatient treatment at a dialysis center. By working with HOSPITAL, COMPANY will use reasonable efforts to decrease HOSPITAL costs by reducing avoidable DODD, which often occur due to situations involving non-adherence, transportation delays, insurance issues, and dialysis facility availability. Avoiding unnecessary DODD can help facilitate earlier discharges, reduce length of stay, decrease infection risk, and improve the transition to the outpatient dialysis center.
5. <u>Patient Education</u>: COMPANY's Coordinator will meet with each patient to provide a thorough review of educational materials. There are several tools available to the Coordinator in a suite of materials that are either patient-specific (i.e., Crasher, Acute

Kidney Injury, Established) or specific to targeted micro-learning topics. These micro-learning topics include Access Management, Modality Options, Missed Treatments, and various targeted clinical indicators.

6. Non-Citizen Patient Support: Individuals living in the United States who are non-citizens require the same emergent and ongoing treatment to chronic diseases as US citizens. Non-citizen patients diagnosed with ESRD have a significant economic impact on the healthcare industry. COMPANY will work with HOSPITAL's insurance counselors/case management team to identify a path towards insurability.

   The following process will be implemented to best serve these patients and place them in an outpatient dialysis center of their choice:

   a. Identify those non-citizen ESRD patients requiring outpatient dialysis.
   b. Conduct an interview with the non-citizen patient presented at HOSPITAL for dialysis treatment.
   c. Connect with HOSPITAL's onsite Eligibility/Financial Specialist.
   d. Identify the necessary documentation needed to qualify for insurance during the open enrollment period.
   e. Assist the patient in navigating the complex process of eligibility requirements and document retrieval.
   f. Utilize individual tax identification numbers where applicable for the insurance enrollment plan.
   g. Coordinate with patient's chosen outpatient dialysis center to secure placement for eligible individuals.

K. Performance Measures:

1. Analytics and Reporting

   COMPANY will provide regular monthly or quarterly reporting of services-related metrics (refer to Section J, above). The metrics will include timing and confirmation of dialysis placement, length of stay, readmissions, dialysis on day of discharges, patients educated and type of patient(s) educated, and complexities of discharge disposition which could include next level of care, IV antibiotics, behavioral impairments, and insurability barriers.

EXHIBIT A-1
DATA FORMAT REQUIREMENTS

1. Historical Data:

(a) HOSPITAL shall provide COMPANY with Dataset 1 as described below in Section 1(b). When applicable, HOSPITAL may provide COMPANY with the additional datasets detailed after Dataset 1, also found in Section 1(b). The structure and form/format of historical data when transmitted shall be consistent with all reasonable COMPANY requirements.

(b) Datasets:

Data Range: Admissions for thirteen (13) months prior to the Implementation Date based upon the date of discharge.

Eligible Patients Only: For all three (3) datasets, pull data for HOSPITAL patients who would have met the definition of an Eligible Patient.

(i) Dataset 1:

Description:

Dataset should be constructed so each record is a distinct encounter for services rendered to the patient. That is, if the patient received three (3) dialysis treatments over the course of a single admission, there should be three (3) separate records in the dataset for that admission.

Data Filter:

Select/filter on all patients with the following UB04 – FL 42 Revenue Codes – 0800, 0801, 0802, 0803, 0804, 0809. Patients with at least one (1) of any of the preceding codes should be included in the dataset. Then pull all data noted below for every patient that appears in the above filter set.

Dataset Fields:

Column 1) Medical Record Number
Column 2) Admit Date (mm/dd/yyyy)
Column 3) Discharge Date (mm/dd/yyyy)
Column 4) Internal Charge Code
Column 5) Internal Charge Code Date (Service Date)
Column 6) Internal Charge Code Description
Column 7) Revenue Charge Code (UB04)
Column 8) Revenue Charge Description (UB04)
Column 9) DRG Code
Column 10) DRG Description
Column 11) Financial Class Description
Column 12) Benefit Plan Description
Column 13) Discharge Disposition Description
Column 14) Patient Name Last
Column 15) Patient Name First
Column 16) Patient Account Number
Column 17) Patient Date of Birth
Column 18) Campus/Hospital Name
Column 19) Bed Type Code
Column 20) Bed Type Description

(ii) Dataset 2:

Description:

Pull all ICD-10 Diagnosis Codes for admissions contained in Dataset 1.

Dataset Fields:

Column 1) Medical Record Number
Column 2) Patient Account Number
Column 3) Admit Date (mm/dd/yyyy)
Column 4) Discharge Date (mm/dd/yyyy)
Column 5) ICD-10 Diagnosis Code

Column 6) ICD-10 Diagnosis Code Description

(iii) Dataset 3:

Description:

Pull all ICD-10 Procedure Codes for admissions contained in Dataset 1.

Dataset Fields:

Column 1) Medical Record Number
Column 2) Patient Account Number
Column 3) Admit Date (mm/dd/yyyy)
Column 4) Discharge Date (mm/dd/yyyy)
Column 5) ICD-10 Procedure Code
Column 6) ICD-10 Procedure Code Description

2. Quarterly Data – Requirements of HOSPITAL:

(a) HOSPITAL shall provide COMPANY with Dataset 1 as set forth below within forty-five (45) days after the end of each calendar quarter. When applicable, HOSPITAL shall provide COMPANY with the other datasets detailed after Dataset 1. Structure and format of regular data shall be consistent with all reasonable COMPANY requirements.

(b) Data Sets:

Data Range: The most recent quarter.

Eligible Patients Only: For all three (3) datasets, pull data for HOSPITAL patients who would have met the definition of an Eligible Patient.

(i) Dataset 1:

Description:

Dataset should be constructed so each record is a distinct encounter for services rendered to the patient. That is, if the patient received three (3) dialysis treatments over the course of one (1) admission, they should have three (3) separate records in the dataset for that admission.

Data Filter:

Select/filter on all patients with the following UB04 – FL 42 Revenue Codes – 0800, 0801, 0802, 0803, 0804, 0809. Any patient with at least one (1) of any of the preceding codes should be included in the dataset. Then pull all data noted below for every patient that appears in the above filter set.

Dataset Fields:

Column 1) Medical Record Number
Column 2) Admit Date (mm/dd/yyyy)
Column 3) Discharge Date (mm/dd/yyyy)
Column 4) Internal Charge Code
Column 5) Internal Charge Code Date (Service Date)
Column 6) Internal Charge Code Description
Column 7) Revenue Charge Code (UB04)
Column 8) Revenue Charge Description (UB04)
Column 9) DRG Code
Column 10) DRG Description
Column 11) Financial Class Description
Column 12) Benefit Plan Description
Column 13) Discharge Disposition Description
Column 14) Patient Name Last
Column 15) Patient Name First
Column 16) Patient Account Number
Column 17) Patient Date of Birth
Column 18) Campus/Hospital Name
Column 19) Bed Type Code
Column 20) Bed Type Description

(ii) Dataset 2:

Description:

Pull all ICD-10 Codes for admissions contained in Dataset 1.

Dataset Fields:

Column 1) Medical Record Number
Column 2) Patient Account Number
Column 3) Admit Date (mm/dd/yyyy)
Column 4) Discharge Date (mm/dd/yyyy)
Column 5) ICD-10 Diagnosis Code
Column 6) ICD-10 Diagnosis Code Description

(iii) Dataset 3:

Description:

Pull all ICD-10 Procedure Codes for admissions contained in Dataset 1.

Dataset Fields:

Column 1) Medical Record Number
Column 2) Patient Account Number
Column 3) Admit Date (mm/dd/yyyy)
Column 4) Discharge Date (mm/dd/yyyy)
Column 5) ICD-10 Procedure Code
Column 6) ICD-10 Procedure Code Description

EXHIBIT 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**: COMPANY will list HOSPITAL as an additional insured on its general liability policy, COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance.

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

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

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

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

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

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

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

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused 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 this 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)
10/17/2025

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).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Way Assurance Inc.	0309AL
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	AIU Insurance Company	19399
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
DaVita Inc.
601 Hawaii St
El Segundo CA 90245 USA

COVERAGES **CERTIFICATE NUMBER:** 570116279230 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			1GL0025	10/31/2025	10/31/2026	EACH OCCURRENCE	$3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
	X Prof Liab - Claims Made						MED EXP (Any one person)	Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	Included
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$3,000,000
							Professional Liability Ea Oc/Agg	$3,000,000
B	**AUTOMOBILE LIABILITY**			499-32-75	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,500,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			014111856 (AOS)	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		014111858 (WI Retro)	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	$3,000,000
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	$3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	$3,000,000

Certificate No : 570116279230

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

RE: 01997, Patient Pathway, 601 Hawaii St., El Segundo, CA 90245. Project name: Renal Dialysis Coordinator Services. University Medical Center of Southern Nevada c/o Legal Department is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Aon Risk Solutions (U.S) is generating and distribute this certificate in an administrative capacity. Coverage is Independently Procured by the Insured. Aon Insurance Managers is the Insurance Manager and/or authorized representative.

CERTIFICATE HOLDER

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

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

Aon Risk Insurance Services West, Inc.

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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 LEGAL DEPARTMENT
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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective as of the date of last signature, 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 **Patient Pathways, LLC**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

upon written notice to the other Party.

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Patient Pathways LLC		
(Include d.b.a., if applicable)			
Street Address:	2000 16th Street	**Website:**	www.davita.com
City, State and Zip Code:	Denver, CO 80202	**POC Name:** **Email:**	Jenna Freeman, Sr. Director Patient Pathways Jenna.Freeman@patientpathways.org
Telephone No:	714-743-5438	**Fax No:**	
Nevada Local Street Address: **(If different from above)**	Please refer to 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)
https://investors.davita.com/management		
https://investors.davita.com/board-of-directors		

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.

Theresa Stright	Theresa Stright
Signature	Print Name
Vice President of Clinical Services	August 27, 2025
Title	Date

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

Issue:	**Award RFSOQ No. 2025-08 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 RFSOQ No. 2025-08 Professional Placement Services to multiple placement agencies; approve the RFSOQ No. 2025-08 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: RFSOQ 2025-08
Term: 3 Years with two, 1-year options
Amount: Estimated $1,000,000 per year, or a potential aggregate is estimated $5,000,000 for five (5) years to be shared among seventeen (18) placement agencies
Out Clause: 30 days w/o cause

BACKGROUND:

On October 8, 2025, a Request for Statements of Qualification was issued in NGEM, inviting companies to express their interest in participating in RFSOQ No. 2025-08 for Professional Placement Services. The SOQ was published in the Las Vegas Review-Journal on October 8, 2025. On November 10, 2022, responses were received from:

Access Healthcare Staffing & Recruitment
Accountable Healthcare Staffing
COGENT Infotech Corporation
Diskriter, Inc
Elios, Inc
Express Employment
Fusion HCR Staffing, LLC
System Domain, Inc
Global Force USA
Incendia Partners
Infojini, Inc
Infostride, Inc
Insight Global, LLC
LanceSoft, Inc
MNCP Staffing, LLC
Synkriom, Inc
Dynamic Computing Services

Cleared for Agenda
December 10, 2025

Agenda Item #
9

The following Proposers did not meet the minimum required score of at least 70% and therefore were not selected.

Direct Counsel	JLK Global Enterprises, Inc
Mavlra Corp	ProLink Healthcare, LLC
Quality Resource Solutions, LLC	Radius Staffing Solutions
Safeguard Solutions LLC	techkuber LLC

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 (18) responsive companies who signed the Agreement for Placement Services ("Agreement").

For the RFSOQ award of $1,000,000 per year to be shared among the awardees, the selected companies will conduct a recruitment search as needed 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 will be entered into as of the date of the last signature and will have the option to extend for two (2), 1-year periods.

Staff request 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 Human Resources Director has reviewed and recommends the 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 PROFESSIONAL PLACEMENT SERVICES

ACCESS HEALTHCARE STAFFING AND RECRUITMENT INC.
NAME OF FIRM
Esosa J. Igbinovia- Director/ Owner
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
7448 W. Sahara Avenue, Suite 105 Las Vegas, NV 89117
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 597-1758
(AREA CODE) AND TELEPHONE NUMBER
esosai@ahcsr.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 ACCESS HEALTHCARE STAFFING & RECRUITMENT, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Access Healthcare Staffing & Recruitment, Inc
7448 W. Sahara Ave,
Suite 105
Las Vegas, NV 89117

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

ACCESS HEALTHCARE STAFFING & RECRUITMENT, INC.

By: Esosa Igbinovia 12/3/2025
ESOSA J. IGBINOVIA DATE
Director/Owner

EXHIBIT A
SCOPE OF WORK
2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

EXHIBIT B
INSURANCE REQUIREMENTS
2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

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: RFSOQ_2025-08 Professional Placement Services (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): 11/07/2025

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

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

PRODUCER	CONTACT NAME: Val Morton	
PMC Advantage Insurance Services Inc An ISU Member 808 Hwy 18 West, PO Box 370 Algona IA 50511	PHONE (A/C, No, Ext): (515) 295-2461	FAX (A/C, No): (515) 295-4360
	E-MAIL ADDRESS: Val.Morton@pmca.agency	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Underwriter's at Lloyds	
INSURED Access Healthcare Staffing & Recruitment Inc 7448 West Sahara Avenue, Suite 105 Las Vegas NV 89117	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL259312633 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	MSO0140456958	08/05/2025	08/05/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	MSO0140456958	08/05/2025	08/05/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							General Aggregate	$ 3,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	N	N	MSO0140456958	08/05/2025	08/05/2026	General Aggregate	$3,000,000
							Limit of Liability	$1,000,000

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 2025-08 REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFSOQ) PROFESSIONAL PLACEMENT SERVICES

CERTIFICATE HOLDER

University Medical Center of Southern Nevada c/o Contracts
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

Kathleen Smucker

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2025

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

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

PRODUCER	CONTACT NAME: BONNIE GRANT
BONNIE GRANT, INSURANCE BROKER GET HELP WITH INSURANCE INC 223 S WATER STREET, SUITE B HENDERSON, NV 89015	PHONE (A/C. No. Ext): 702-541-0882 FAX (A/C. No): 888-258-0208 E-MAIL ADDRESS: HELP@GETHELPWITHINSURANCE.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BERKLEY RISK	058496
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ACCESS HEALTHCARE STAFFING & RECRUITMENT INC
7448 W SAHARA AVE., #105
LAS VEGAS, NV 89117

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BRC931109394	4/1/2025	4/1/2026	☒ PER STATUTE ☐ 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

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

CERTIFICATE HOLDER

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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2025-08 RFSOQ

PROFESSIONAL PLACEMENT SERVICES

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: up to 35

Corporate/Business Entity Name:	Access Healthcare Staffing and Recruitment Inc.	
(Include d.b.a., if applicable)		
Street Address:	7448 W. Sahara Avenue, Suite 105	**Website:** www.accesshealthcareusa.com
City, State and Zip Code:	Las Vegas, NV 89117	**POC Name:** Esosa Igbinovia **Email:** esosai@ahcsr.com
Telephone No:	(702)426-4305	**Fax No:** (702) 597-2934
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)
Esosa J. Igbinovia	Director of Services/ Owner	95%
Ogonna Ifeanyi	Director of Nursing	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.

Esosa Igbinovia
Signature

Esosa J. Igbinovia
Print Name

Director of Services/ Owner
Title

12/3/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Access Healthcare Staffing and Recruitment Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Esosa J. Igbinovia- Owner/ Director of Services	2025-08 RFSOQ
Printed Name & Title of Authorized Representative	**Proposal Number**
Esosa Igbinovia	12/3/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

Docusign Envelope ID: 662A6ABF-DE7B-4D14-BFB8-59A5DC6B16FA

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

ACCOUNTABLE HEALTHCARE STAFFING, INC.
NAME OF FIRM
Joyce Runner, Director-Advanced Practice Division
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4925 Davis Blvd., Suite 202, North Richland Hills, TX 76180
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(888) 740-4341
(AREA CODE) AND TELEPHONE NUMBER
JoyceRunner@AccountableHealthcare.com
E-MAIL ADDRESS

Docusign Envelope ID: 662A6ABF-DE7B-4D14-BFB8-59A5DC6B16FA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 ACCOUNTABLE HEALTHCARE STAFFING., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Accountable Healthcare Staffing, Inc.
4925 Davis Blvd.
Suite 202
North Richland Hills, TX 76180

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 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. Entire 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). Notwithstanding the foregoing, 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.

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.

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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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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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:

ACCOUNTABLE HEALTHCARE STAFFING, INC.

By: Signed by: Barbara Sverdlik 11/24/2025 | 12:49:32 PM PST
BARBARA SVERDLIK DATE
Sr. Vice President, Clinical Services

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RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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

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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	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

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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
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

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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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

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RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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.

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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: RFSOQ_2025-08 Professional Placement Services (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): 12/19/2025 | 10/22/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1465904 ACCOUNTABLE HEALTHCARE STAFFING, INC. 4925 DAVIS BLVD., SUITE 202 NORTH RICHLAND HILLS, TX 76180	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Indemnity Insurance Company — 10851 **INSURER B :** Coverys Specialty Insurance Company — 15686 **INSURER C :** Sentry Casualty Company — 28460 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22534115 **REVISION NUMBER:** XXXXXXX

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	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	91MLN00263-251	4/30/2025	4/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	91MLN00263-251	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	005FL000031018	4/30/2025	4/30/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	90-20731-001 (AOS) 90-20731-002 (HI, WI)	12/19/2024 12/19/2024	12/19/2025 12/19/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	PROF LIAB/SEXUAL MISCONDUCT NON-CLINICAL UMB	Y	Y	005FL000025701 91EXN00335-251	4/30/2025 4/30/2025	4/30/2026 4/30/2026	EACH CLAIM: $2,000,000 AGGR: $4,000,000 EACH CLAIM: $5,000,000 AGGR: $5,000,000	

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

THE UMBRELLA LIABILITY POLICY #005FL000031018 ONLY SITS OVER PROFESSIONAL LIABILITY POLICY #005FL000025701. THE NON-CLINICAL UMBRELLA LIABILITY POLICY #91EXN00335-251 ONLY SITS OVER THE GENERAL, AUTO AND EMPLOYERS LIABILITY EVIDENCED ABOVE. Project: RFSOQ_2025-08 Professional Placement Services. University Medical Center of Southern Nevada is included as an additional insured with respect to the general and professional liability coverages, on a primary and noncontributory basis, if required by written contract. A waiver of subrogation applies in favor of the additional insured with respect to the general and professional liability coverages, if required by written contract, where allowed by law, and subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

22534115
University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PROFESSIONAL PLACEMENT SERVICES

EXHIBIT D

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.

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: N/A

Corporate/Business Entity Name:	Accountable Healthcare Staffing, Inc.	
(Include d.b.a., if applicable)		
Street Address:	4925 Davis Blvd., Suite 202	**Website:** www.ahcstaff.com
City, State and Zip Code:	North Richland Hills, TX 76180	**POC Name:** Joyce Runner **Email:** joycerunner@ahcstaff.com
Telephone No:	561-235-7810	**Fax No:** 561-952-6911
Nevada Local Street Address: **(If different from above)**	400 S. 4th St, Suite 500	**Website:** www.ahcstaff.com
City, State and Zip Code:	Las Vegas, NV 89101	**Local Fax No:** N/A
Local Telephone No:	888-740-4341	**Local POC Name:** Lisa Fitzmorris **Email:** lisafitzmorris@ahcstaff.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)
Accountable Healthcare Holdings Corp. is the sole owner of Accountable Healthcare Staffing Inc.		100%

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

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

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

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

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

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

Signed by:
Barbara Sverdlik
547B07374554A43F...
Signature

Barbara Sverdlik, DNP RN CENP
Print Name

SVP of Clinical Services
Title

December 1, 2025
Date

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DISCLOSURE OF RELATIONSHIP

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

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

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2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Accountable Healthcare Staffing, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Barbara Sverdlik, Sr. Vice President, Clinical Services	RFSOQ 2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Signed by: Barbara Sverdlik	12/1/2025 | 11:46:53 AM PST
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

COGENT INFOTECH CORPORATION
NAME OF FIRM
Manu Mehta, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1035 Boyce Road, Suite 108, Pittsburgh, PA 15241
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(412) 246-0708
(AREA CODE) AND TELEPHONE NUMBER
Govt-bids@cogentinfo.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 COGENT INFOTECH CORPORATION (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
COGENT Infotech Corporation
1035 Boyce Road
Suite 108
Pittsburgh, PA 15241

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

COGENT INFOTECH CORPORATION

By: Manu Mehta 12/03/2025
MANU MEHTA DATE
President

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

D. Successful PROPOSER will submit a copy of its Exhibit B, Certificate of Insurance. If PROPOSER is unable to provide a COI prior to award, PROPOSER shall provide documentation that insurance requirements can be satisfied.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2025

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 First National Insurance Agency, LLC 626 Washington Place Pittsburgh PA 15219	**CONTACT NAME:** Allison Fuchs **PHONE (A/C, No, Ext):** 724-444-6761 **FAX (A/C, No):** 412-231-0249 **E-MAIL ADDRESS:** fuchsa@fnb-corp.com
INSURED COGEINF-01 Cogent Infotech Corp 1035 Boyce Rd Suite 108 Pittsburgh PA 15241	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Philadelphia Indemnity 18058 INSURER B : Twin City Fire Insurance Comp 29459 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1098601274 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:	Y	Y	PHPK2634720-003	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PHPK2634720-003	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	PHUB893069-003	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A A B	Professional Liability Cyber Liability Crime Primary			PHPK2634721 PHPK2634721 40 KB 0284070-24	12/31/2024 12/31/2024 12/31/2024	12/31/2025 12/31/2025 12/31/2025	Aggregate/Occurrence Aggregate/Occurrence Aggregate/Occurrence	$5,000,000 $5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability (Tech E & O / Cyber) #PHPK2634721 retro date 01/27/2012 policy is claims made.
Crime Excess # 40TP0321715-24 Effective 12/31/24 to 12/31/25 $ 4,000,000 Aggregate/Occurrence
University Medical Center of Southern Nevada is included as Additional Insured, if required by written contract, Coverage is Primary and Non-Contributory. A Waiver of Subrogation applies, if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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F. PROPOSER will complete and submit the attached Exhibit D, Disclosure of Ownership, with its proposal.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Cogent Infotech Corporation		
(Include d.b.a., if applicable)	N/A		
Street Address:	1035 Boyce Road, Suite 108	**Website:**	http://www.cogentinfo.com
City, State and Zip Code:	Pittsburgh, PA 15241	**POC Name:**	Manu Mehta
		Email:	Govt-Bids@cogentinfo.com
Telephone No:	(412) 246-0708	**Fax No:**	(412) 774-1515
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)
Manu Mehta	President	50%
Nandan Banerjee	CEO	50%

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	Print Name: Manu Mehta
Title: President	Date: 11/04/2025

1

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Manu Mehta
Print Name
Authorized Department Representative

REVISED 7/25/2014

G. PROPOSER will complete and submit the attached Exhibit E, Representations and Certifications form with its proposal.

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Cogent Infotech Corporation certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Manu Mehta, President	2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Manu Mehta	11/05/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT F
VENDOR SELF-IDENTIFICATION FORM

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

DISKRITER, INC.
NAME OF FIRM
Laveena Yadav
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
370 Castle Shannon Blvd., Ste.# 10499, Pittsburg, PA 15234
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(412) 465-1214
(AREA CODE) AND TELEPHONE NUMBER
Business.coordinator@diskriter.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 DISKRITER, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Diskriter, Inc.
370 Castle Shannon, Blvd
Suite #10499
Pittsburgh, PA 15234

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

DISKRITER, INC.

By: _____ 11/28/2025
LAVEENA YADAV DATE
Chief Executive Officer

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: **N/A**

Corporate/Business Entity Name:		
(Include d.b.a., if applicable)		
Street Address:		**Website:**
City, State and Zip Code:		**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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.

Laveena.

Signature

Laveena Yadav

Print Name

Chief Executive Officer

Title

11-07-2025

Date

REVISED 7/25/2014

F. PROPOSER will complete and submit the attached Exhibit E, Representations and Certifications form with its proposal.

Diskriter inserted the completed Exhibit E: Representations and Certifications form with its proposal in the following pages

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Diskriter, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Laveena Yadav, CEO	**RFSOQ #2025-08**
Printed Name & Title of Authorized Representative	**Proposal Number**
Laveena	11-07-2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR DYNAMIC COMPUTING SERVICES CORPORATION – PROFESSIONAL PLACEMENT SERVICES

DYNAMIC COMPUTING SERVICES CORPORATION
NAME OF FIRM
Jadi Gerken, VP of Business Development
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
23849 225th Way SE, Suite 100, Maple Valley, WA 98038
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(800) 345-1275 ext. 109
(AREA CODE) AND TELEPHONE NUMBER
jadi@dcshq.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Dynamic Computing Services Corporation.
23849 225th Way SE
Suite 100
Maple Valley, WA 98038

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

DISKRITER, INC.

By: Jadi Gerken 12/2/2025
JADI GERKEN DATE
Vice President of Business Development

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

DYNACOM-03 TMCKEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2024

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 : Hanover American Insurance — 36064 INSURER C : Massachusetts Bay Insurance Company — 22306 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ZZ2A81225809	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ZZ2A81225809	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UH2A81235309	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WD2A760884	1/1/2025	1/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			LH2A81226209	1/1/2025	1/1/2026	Per Claim Limit	5,000,000
A	Cyber Liability			LH2A81226209	1/1/2025	1/1/2026	$250,000 Ded.	10,000,000

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

Company B: Policy #PHSD1597205, 1/1/2025- 1/1/2026- Philidelphia Indemnity Insurance Company-Employee Theft and Client Coverage on and off premises - $3,000,000 Limit/$100,000 Ded.

Company A: Policy #H784255, 1/1/2025 - 1/1/2026: 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

University Medical Center of South Nevada
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

Ryan Moore

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EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0 (none)

Corporate/Business Entity Name:	Dynamic Computing Services (DCS) Corporation		
(Include d.b.a., if applicable)	n/a		
Street Address:	23849 225th Way SE, Suite 100	**Website:**	dcshq.com
City, State and Zip Code:	Maple Valley, WA 98038	**POC Name:** **Email:**	Jadi Gerken jadi@dcshq.com
Telephone No:	(800) 345-1275	**Fax No:**	(800) 800-9790
Nevada Local Street Address: **(If different from above)**	n/a	**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sheri Sherrell	President / CEO	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 Gerken	Jadi Gerken
Signature	Print Name
VP of Business Development	10/29/2025
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Dynamic Computing Services (DCS) Corp. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Jadi Gerken, VP of Business Development	RFSOQ-2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Jadi Gerken	10/29/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

Docusign Envelope ID: 27DB6B7D-D77A-4EB6-9756-02F53A8BED72

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

ELIOS, INC.
NAME OF FIRM
Martin Paeplow, Vice President of Healthcare
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2339 Commerce St. Ste. # 150, Houston, TX 77002
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(470) 771-0683
(AREA CODE) AND TELEPHONE NUMBER
Martin@eliostalent.com
E-MAIL ADDRESS

Docusign Envelope ID: 27DB6B7D-D77A-4EB6-9756-02F53A8BED72

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 ELIOS, INC.., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) 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

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total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Elios, Inc.
2339 Commerce St.
Suite 150
Houston, TX 77002

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 Guidelines.

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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. Entire 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). Notwithstanding the foregoing, 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.

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

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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 contact 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 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.

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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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

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[*Signatures are on the following page*]

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:

ELIOS, INC.

By: Signed by: Martin Paeplow 8F2F3CFB40E0405... 11/24/2025
MARTIN PAEPLOW DATE
Vice President of Healthcare

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RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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

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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	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

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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
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

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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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

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RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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): 11/5/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Suite 100 Schaumburg IL 60173	**CONTACT NAME:** John O'Shea **PHONE (A/C, No, Ext):** (312) 625-5673 **FAX (A/C, No):** (847) 440-9130 **E-MAIL ADDRESS:** John.OShea@MarshMMA.com
INSURED ELIOINC-01 Elios, Inc. 2339 Commerce St Houston TX 77002	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insuran / 18058 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 958071923 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [ ] OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			PHPK2706914000	2/17/2025	2/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2706914000	2/17/2025	2/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			PHUB918069000	2/17/2025	2/17/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			PHPK2706914000	2/17/2025	2/17/2026	Aggregate Limit	$1,000,000

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

Proof of Insurance

Certificate holder is an additional insured for General Liability and Automobile Liability where required by written contract or agreement subject to the provisions and limitations of the policies.

30-Day Notice of Cancellation applies to all policies on the certificate.

CERTIFICATE HOLDER

University Medical Center of Southern Nevada
C/O Contracts Management
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

Dana Poljak

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RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT D
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: N/A

Corporate/Business Entity Name:	Elios, Inc.	
(Include d.b.a., if applicable)	N/A	
Street Address:	2339 Commerce St., Unit 150	**Website:** www.eliostalent.com
City, State and Zip Code:	Houston, TX 77002	**POC Name:** Nicole Greenlea **Email:** nicole.greenlea@eliostalent.com
Telephone No:	832-465-3961	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Nicole Greenlea
Signature

Nicole Greenlea
Print Name

Operations Manager
Title

11/3/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Elios, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Nicole Greenlea - Operations Manager

Printed Name & Title of Authorized Representative | **Proposal Number**

Nicole Greenlea | 11/3/2025

Signature of Authorized Representative | **Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

EXPRESS EMPLOYMENT, DBA EXPRESS EMPLOYMENT PROFESSIONALS
NAME OF FIRM
Sara Barnowski, Office Manager
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
900 S Valley View Blvd, Ste 190, Las Vegas, NV 89107
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 381-9810
(AREA CODE) AND TELEPHONE NUMBER
Sara.Barnowski@expresspros.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 EXPRESS EMPLOYMENT, DBA EXPRESS EMPLOYMENT PROFESSIONALS (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Express Services, Inc. DBA Express Employment Professionals
900 S Valley View Blvd
Ste. 190
Las Vegas, NV 89107

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

EXPRESS EMPLOYMENT, DBA EXPRESS EMPLOYMENT PROFESSIONALS

By: LauraBarnowski 11/26/2025
SARA BARNOWSKI DATE
Office Manager

PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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

10/1/2026

DATE (MM/DD/YYYY) 11/5/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F13767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pitts. PA	19445
INSURER B : --- SEE ATTACHMENT ---	
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1352730
EXPRESS SERVICES, INC.
DBA: EXPRESS EMPLOYMENT PROFESSIONALS
9701 BOARDWALK BLVD.
OKLAHOMA CITY OK 73162

COVERAGES **CERTIFICATE NUMBER:** 22581790 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X STAFFING SERVICE GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	9575241	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 20,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	N	7281033	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	BE038395578	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	SEE ATTACHED POLICY #'S	10/1/2025	10/1/2026	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	CRIME/FIDELITY	N	N	14645531	10/1/2025	10/1/2026	CRIME/FIDELITY: $5,000,000 PER CLAIM	
C	STAFFING E&O COVERAGE			D01853211	10/1/2025	10/1/2026	E&O OCC/AGG: $10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
ALL INSURANCE CARRIERS SHOWN ON THIS CERTIFICATE HAVE AN A.M. BEST RATING OF A XV OR BETTER UNLESS OTHERWISE NOTED. EXPRESS LOCATION: 3139 / LAS VEGAS (CENTRAL)

ON A PRIMARY, NON-CONTRIBUTORY BASIS, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY RISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER

22581790
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD
LAS VEGAS NV 89102

CANCELLATION See Attachment

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

Joseph M Arnello

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Miscellaneous Attachment: M597360 Master ID: 1352730, Certificate ID: 22581790

Express Services, Inc.
Workers Compensation Policy Schedule:
Policy periods: 10/1/2025 - 10/1/2026

AIU Insurance Company
Policy No. 14111802
NAIC# 19399
States Covered: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY

AIU Insurance Company
Policy No. 14111804
NAIC# 19399
States Covered: WI

National Union Fire Insurance Company of Pittsburgh, Pa.
Policy No. 6583224
NAIC# 19445
States Covered: OH

National Union Fire Insurance Company of Pittsburgh, Pa.
Policy No. 6583225
NAIC# 19445
States Covered: WA

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 10

Corporate/Business Entity Name:	Express Services, Inc.	
(Include d.b.a., if applicable)	Express Employment Professionals	
Street Address:	900 S Valley View Blvd, Ste 190	**Website:** www.expresspros.com
City, State and Zip Code:	Las Vegas, NV 89107	**POC Name:** Sara Barnowski **Email:** sara.barnowski@expresspros.com
Telephone No:	725-240-2524	**Fax No:** 702-381-9811
Nevada Local Street Address: **(If different from above)**	same as 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)
Doug Haneborg	Franchisee	100%

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

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

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

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

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

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

Sara Barnowski
Signature

Sara Barnowski
Print Name

Office Manager
Title

11/26/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Express Employment Professionals certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Sara Barnowski, Office Manager
Printed Name & Title of Authorized Representative

Proposal Number

Sara Barnowski
Signature of Authorized Representative

12/1/2025
Date

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

FUSION HCR STAFFING, LLC
NAME OF FIRM
Leslie Stewart, Senior Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
30 S Richards Run, Springboro, OH 45066
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 808-7326
(AREA CODE) AND TELEPHONE NUMBER
lstewart@fusionhcr.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 FUSION HCR STAFFING, LLC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Fusion HCR Staffing, LLC.
30 S Richards Run
Springboro, OH 45066

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

FUSION HCR STAFFING, LLC

By: Leslie Stewart 12/03/25
LESLIE STEWART DATE
Senior Account Executive

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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): 11/10/2025

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

Malhotra & Associates, LLC
216 W Spring St
Saint Marys, OH 45885

CONTACT NAME: Rhonda McKinley
PHONE (A/C, No, Ext): (419)394-3361 FAX (A/C, No): (419)394-5400
E-MAIL ADDRESS: rhonda@malhotrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	
INSURER B : The Hartford	
INSURER C : Philadelphia Indemnity Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Fusion HCR Staffing , LLC
30 S Richards Run
Springboro, OH 45066-8003

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X	X	PHPK2662759-003	03/02/2025	03/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $100,000 $5,000 $2,000,000 $3,000,000 $3,000,000, $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	PHPK2662759-003	03/02/2025	03/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	N/A	X	PHUB903132-003	05/26/2025	05/26/2026	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		33 WEC AS5AYS	05/25/2026	05/26/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	CRIME PROTECTION PLUS			PHPK2662759003	03/02/2025	03/02/2026		1,000,000

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

INSR LTR A- Professional Liability- Claims Made - Policy PHPK2662759-003 - 03/02/2025-03/02/2026- Each Wrongful Act Limit of $5,000,000; Aggregate $5,000,000.
Waiver of Subrogation included under Workers Compensation and Employer's Liability

CERTIFICATE HOLDER

Unversity Medical Center of Southern Nevada
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

Rhonda McKinley

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Printed by RKM on November 10, 2025 at 12:45PM

2025-08 RFSOQ

PROFESSIONAL PLACEMENT SERVICES

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 5

Corporate/Business Entity Name:	Fusion HCR Staffing LLC		
(Include d.b.a., if applicable)			
Street Address:	30 S Richards Run	**Website:**	www.fusionhcr.com
City, State and Zip Code:	Springboro, OH 45066	**POC Name:** **Email:**	lstewart@fusionhcr.com
Telephone No:	(937) 572-7902	**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)
Ross Triplett	Managing Partner	50%
Robert Tehoke	Managing Partner	50%

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

Robert Tehoke
Print Name

Managing Partner
Title

12/1/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Fusion HCR Staffing LLC certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Robert Tehoke - Managing Partner	2025-08 RFSOQ
Printed Name & Title of Authorized Representative	**Proposal Number**
	12/1/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

Fusion HCR Staffing LLC - 2025-08 Professional Placement Services Agreement

Final Audit Report 2025-12-01

Created:	2025-12-01
By:	Robert Tehoke (rtehoke@fusionhcr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0ORv4WSpRv4YUFyxu8YRCG6BNnHAVyJg

"Fusion HCR Staffing LLC - 2025-08 Professional Placement Services Agreement" History

Document created by Robert Tehoke (rtehoke@fusionhcr.com)
2025-12-01 - 6:50:44 PM GMT

Document emailed to Leslie Stewart (lstewart@fusionhcr.com) for signature
2025-12-01 - 6:50:50 PM GMT

Email viewed by Leslie Stewart (lstewart@fusionhcr.com)
2025-12-01 - 6:52:22 PM GMT

Document e-signed by Leslie Stewart (lstewart@fusionhcr.com)
Signature Date: 2025-12-01 - 6:52:49 PM GMT - Time Source: server

Agreement completed.
2025-12-01 - 6:52:49 PM GMT

Adobe Acrobat Sign

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

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

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Global Force USA, Inc
8323 Southwest Fwy
Suite 730
TX - 77074

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

GLOBAL FORCE USA, INC

By: _____ 11/25/2025
NAZ WARDEN DATE
BUSINESS PARTNER

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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): 10/15/2025

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

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

PRODUCER	CONTACT NAME: Michele Wieczorkowski	
Mason McBride 3155 W Big Beaver Road Ste 125 Troy MI 48084	PHONE (A/C, No, Ext): (248) 822-7170	FAX (A/C, No): (248) 822-7150
	E-MAIL ADDRESS: mwieczorkowski@mason-mcbride.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CFC/Lloyds of London	
	INSURER B : StarStone National Insurance Co	
	INSURER C : AmTrust Insurance Company	
	INSURER D : Admiral Insurance Company	
	INSURER E : Westchester	
	INSURER F : CFC/Lloyds of London	

INSURED
Global Force USA Inc
8323 SW Freeway Ste 730
Houston TX 77074

COVERAGES **CERTIFICATE NUMBER:** CL2591512869 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ESI-305-22-037	09/04/2025	09/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		ESI-305-22-037	09/04/2025	09/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			72676D24DALI	09/04/2025	09/04/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3806134	08/10/2025	08/10/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			ESI-305-22-037	09/04/2025	09/04/2026	Professional Liability Per Professional Liability	$5,000,000 $5,000,000

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

PROJECT: RFSOQ_2025-08 Professional Placement Services
University Medical Center of Southern Nevada its officers, employees & volunteers are included as addional insuredwith respect to general liability & auto liability per written contract.

CERTIFICATE HOLDER

University Medical Center of Southern Nevada
c/o Contract Management
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

Scott P. McBride

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Fire liability			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
300,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Benefits	EBLIA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	1,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Business Auto			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Per Occurrence			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Aggregate			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Products/Completed Ops Aggregate	PRDCO		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Modification			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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AGENCY CUSTOMER ID: 00045633

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Mason McBride	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. Medical Professional Liability, Policy #EO000059353-04
- Policy Term: 09/04/2025 - 09/05/2026, $1,000,000 per occurrence/$3,000,000 aggregate
E. Excess E&O, Policy #G47460025-003
- Policy Term: 09/04/2025 - 09/04/2026, $5,000,000 aggregate
F. Cyber Liability, Policy #ESN0140489080
- Policy Term: 09/04/2025 - 09/04/2026, $5,000,000 per occurrence/$5,000,000 aggregate
A. Excess Liability, Policy #SF012830Y-24-0043
- Policy Term: 10/09/2024 - 10/09/2025 - $1,000,000 per occurrence/$1,000,000 aggregate
**Excess of $6M GL and HNOA

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EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 6

Corporate/Business Entity Name:	Global Force USA, Inc	
(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:** n/a
Nevada Local Street Address: **(If different from above)**	6628 Sky Pointe Dr. Ste. 280-1516	**Website:** www.globalforce-us.com
City, State and Zip Code:	Las Vegas, NV 89131	**Local Fax No:**
Local Telephone No:	702-406-0902	**Local POC Name:** April Ballard **Email:** aprilballard@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)
N/A		

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

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

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

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

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

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

Signature

Naz Warden
Print Name

Business Partner
Title

11/10/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

EXHIBIT F
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Naz Warden certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

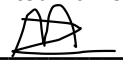
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Naz Warden, Business Partner	SOQ 2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
	**11/10/2025**
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

INCENDIA PARTNERS, INC.
NAME OF FIRM
Ken Small
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
161 Worcester Rd, Suite 400, Framingham, MA 01701
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(508) 507-3555
(AREA CODE) AND TELEPHONE NUMBER
ksmall@incendia.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 INCENDIA PARTNERS, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Incendia Partners, Inc.
161 Worcester Rd
Suite 400
Framingham, MA 01701

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

INCENDIA PARTNERS, INC.

By: Rob Recchia 11/25/2025
DATE

Rob Recchia

Managing Partner

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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): 11/25/2025

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

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

PRODUCER	CONTACT NAME: Traci Watts	
Brown & Brown Insurance Services, Inc. 980 Washington Street Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): (781) 455-6664	FAX (A/C, No):
	E-MAIL ADDRESS: Traci.Watts@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Incendia Partners, Inc. 161 Worcester Road Framingham MA 01701	INSURER B : Everest National Insurance Company	
	INSURER C : Capitol Specialty Insurance Corporation	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL24102580227 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2614402	10/31/2024	10/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Property damage-single	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
a	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		PHPK2614402	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB885791	10/31/2024	10/31/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		8600000954241	10/01/2024	10/01/2025	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			SGC000105513	05/28/2024	05/28/2025		2,000,000 5000 ded

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

Third Party Fidelity w/ Hanover BDNJ48340900 $1,000,000 w/$10K DED EFF 8/28/24-25

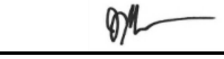
CERTIFICATE HOLDER

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W Charleston Blvd
Las Vegas NV 89102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: 00412380

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Incendia Partners, 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

University Medical Center of Southern Nevada as Additional Insured with respect to general liability and auto liability, as required by written contract.

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EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

	0	
Corporate/Business Entity Name:	Incendia Partners, Inc.	
(Include d.b.a., if applicable)		
Street Address:	161 Worcester Rd., STE 400	**Website:** www.incendia.com
City, State and Zip Code:	Framingham, MA 01701	**POC Name:** **Email:** rrecchia@incendia.com
Telephone No:	508.202.4442	**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)
Robert Recchia	President	100

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

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

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

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

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

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

Rob Recchia
Signature

Rob Recchia
Print Name

Managing Partner
Title

10/28/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Rob Recchia certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Rob Recchia — Managing Partner	
Printed Name & Title of Authorized Representative	**Proposal Number**
Rob Recchia	10/28/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

INFOJINI, INC.
NAME OF FIRM
Sandeep Harjani - President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
10015, Old Columbia Road, Suite B215, Columbia, MD 21046
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(443) 257-0086
(AREA CODE) AND TELEPHONE NUMBER
statebids@infojiniconsulting.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 INFOJINI, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada Attn: Legal Department 1800 W, Charleston Blvd. Las Vegas, NV 89102
TO COMPANY:	Infojini, Inc. 10015 Old Columbia Road Suite B215, Columbia, MD 21046

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

INFOJINI, INC.

By: Sandeep Harjani 11/26/2025
SANDEEP HARJANI DATE
President

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

D. EXHIBIT B - CERTIFICATE OF INSURANCE OR A LETTER THAT YOUR COMPANY CAN MEETING THE COVERAGE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Laura Karr PHONE (A/C, No, Ext): (847) 247-3042 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Laura.Karr@MarshMMA.com
INSURED INFOINC-02 Infojini, Inc. 10015 Old Columbia Road, Suite B215 Columbia MD 21046	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insuran 18058 INSURER B : Wesco Insurance Company 25011 INSURER C : Tokio Marine Specialty Insuran 23850 INSURER D : Technology Insurance Company 42376 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1609720636 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2660718005	2/28/2025	2/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 3,000,000 $ 3,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PPK2661318005	2/28/2025	2/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			PHUB902356005	2/28/2025	2/28/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3771345 TWC4580750	2/28/2025 2/28/2025	2/28/2026 2/28/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A A	Crime (Loss of Client's Property) Professional Liability Tech E&O			PHPK2660718005 PHPK2660718005 PHPK2659923005	2/28/2025 2/28/2025 2/28/2025	2/28/2026 2/28/2026 2/28/2026	Limit: Agg: 4,000,000 Agg: 10,000,000	5,000,000 Occ: 2,000,000 Occ: 10,000,000

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

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

Umbrella follows form over General Liability, Professional Liability, and Employers Liability.

Cyber Liability- CICCBSAJK6OD9Q - Effective: 2/28/2025 - Expiration: 2/28/2026 - Carrier: Chaucer Insurance Company DAC
Each Occurrence Limit: $5,000,000 / General Aggregate: $5,000,000

Sexual Abuse or Molestation Coverage- PHPK2660718005 - Effective: 2/28/2025- Expiration: 2/28/2026 - Carrier: Philadelphia Indemnity Insurance Company - See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INFOINC-02
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Infojini, Inc. 10015 Old Columbia Road, Suite B215 Columbia MD 21046
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

Per Occurrence Limit: $1,000,000 / Aggregate: $2,000,000

Employment Practices Liability Coverage- PHPK2660718005 - Effective: 2/28/2025 - Expiration: 2/28/2026 - Carrier: Philadelphia Indemnity Insurance Company - Per Occurrence Limit: $3,000,000 / Aggregate: $3,000,000

ERISA/Fidelity coverage included in the Crime Policy: $1,000,000 Limit.

Insured owns no autos.

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2025-08 RFSOQ

PROFESSIONAL PLACEMENT SERVICES

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: None

Corporate/Business Entity Name:	Infojini, Inc.	
(Include d.b.a., if applicable)		
Street Address:	10015 Old Columbia Road, Suite B 215	**Website:** www.infojiniconsulting.com
City, State and Zip Code:	Columbia, MD 21046	**POC Name:** Sandeep Harjani **Email:** statebids@infojiniconsulting.com
Telephone No:	443-257-0086	**Fax No:** 443-283-4249
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)
Sandeep Harjani	President	100%

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

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

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

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

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

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

Signature

Sandeep Harjani
Print Name

President
Title

11/10/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Infojini, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

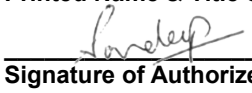
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Sandeep Harjani, President	2025-08 RFSOQ
Printed Name & Title of Authorized Representative	**Proposal Number**
	11/10/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

INFOSTRIDE, INC.
NAME OF FIRM
Rita Mangla. Founder & CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2300 W. Saraha Ave, 800, Las Vegas, NV 89102
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(514) 360-1705
(AREA CODE) AND TELEPHONE NUMBER
govt@infostride.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 INFOSTRIDE, INC. ., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Infostride. Inc.
2300 W. Sahara Ave.,
Suite 800
Las Vegas, NV 89102

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

INFOSTRIDE, INC.

By: Ritu Mangla 11/25/2025
RITA MANGLA DATE
Founder & CEO

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

Exhibit D – Certificate of Insurance (Sample)

RFSOQ 2025-08 PROFESSIONAL PLACEMENT SERVICES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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	**CONTACT NAME:** Ali Raza
Zain Jeewanjee Insurance Agency 1494 Hamilton Ave, Ste 101 Ste 103 San Jose CA 95125	**PHONE (A/C, No, Ext):** 408-703-4900 Ext. 4902 **FAX (A/C, No):** 408-997-7890 **E-MAIL ADDRESS:** ali.raza@insure123.com
INSURED InfoStride, Inc 3031 Tisch Way, 110 Plaza West San Jose CA 95128	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** CNA Insurance Company — 62413 **INSURER B:** united states liability insurance company — 25895 **INSURER C:** CNA Insurance Company — 13188 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7012539450	12/28/2024	12/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			7012539450	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			7012539464	12/28/2024	12/28/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Cyber Liability			TK 1553656C	06/16/2024	06/16/2025	Limits: $5,000,000/$5,000,000	
B	Errors & Omission			TK 1553656C	06/16/2024	06/16/2025	Limits: $5,000,000/$5,000,000	

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

A	Business Property	7012539450	12/28/2024 /	12/28/2025	Limits: $50,000
C	Crime (3rd Party)	8264-5333	11/12/2024 /	11/12/2025	Limits: $1,000,000

CERTIFICATE HOLDER

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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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

F. Exhibit D – Disclosure of Ownership

RFSOQ 2025-08 PROFESSIONAL PLACEMENT SERVICES

EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Infostride, Inc.	
(Include d.b.a., if applicable)		
Street Address:	3031 Tisch Way 110 Plaza West	**Website:** http://www.infostride.com
City, State and Zip Code:	San Jose, CA 95128	**POC Name:** Ritu Mangla **Email:** govt@infostride.com
Telephone No:	415-360-1705	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	2300 W SAHARA AVE 800	**Website:**
City, State and Zip Code:	Las Vegas, NV, 89102	**Local Fax No:**
Local Telephone No:	415-360-1705	**Local POC Name:** **Email:** Same as above

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)
Ritu Mangla	Founder & CEO	100% Owner

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	Print Name
	Ritu Mangla
Title	**Date**
Founder & CEO	11/09/2025

1

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Not Applicable			

* 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

REVISED 7/25/2014

G. Exhibit E – Representations and Certifications Form

RFSOQ 2025-08 PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, InfoStride, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Ritu Mangla (Founder and CEO)	2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Ritu Mangla	November 7, 2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

INSIGHT GLOBAL, LLC.
NAME OF FIRM
Palmer Spinelli
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2325 E Camelback Rd, Suite 800, Phoenix, AZ 85016
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(480) 299-4416
(AREA CODE) AND TELEPHONE NUMBER
palmer.Spinelli@insightglobal.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 INSIGHT GLOBAL, LLC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Insight Global, LLC
2325 E Camelback Rd
Ste. 800
Phoenix, AZ 85016

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

INSIGHT GLOBAL, LLC.

By: Palmer Spinelli 12/3/2025 | 3:58 PM EST
PALMER SPINELLI DATE
Strategic Account Executive

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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

1/1/2026

DATE (MM/DD/YYYY): 10/31/2025

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: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1349312 Insight Global, LLC 1224 Hammond Drive Suite 1500 Atlanta GA 30346	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great Northern Insurance Company — 20303 INSURER B : Federal Insurance Company — 20281 INSURER C : ACE American Insurance Company — 22667 INSURER D : Chubb Custom Insurance Company — 38989 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22564530 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	36045054	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X EE Benefits Agg $3M						MED EXP (Any one person)	$ 15,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	73612499	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	Y	Y	79894579	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	(26)71832655	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	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
D	E&O-Cyber:	N	N	D95189763	1/1/2025	1/1/2026	Per E&O/MPL Claim: $10M Per Cyber Occ: $10M Agg. Limit: $10M Retro Date: 01/01/01	

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

Insight Global does not own any autos. Crime/Employee Dishonesty/Fidelity(Includes 3rd Party)- Primary Policy #P-001-001477755-01, Eff. Dates: 1/1/25-1/1/26 at $5,000,000 limit per occurrence for Employee Theft Coverage. Includes Client Coverage (loss sustained by the client from theft by Employee of IG) Employment Practices Liability Policy# G74375285 002, Eff. Dates: 1/1/25-1/1/26 $10M per claim/aggregate. Above E&O Policy# D95189763 includes Professional/Staffing coverage. Cyber Liability covers breaches of privacy and network security and claims of unauthorized access, including coverage for first party notification/credit monitoring and other expenses resulting from such breaches.

CERTIFICATE HOLDER

22564530
University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

CANCELLATION See Attachment

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

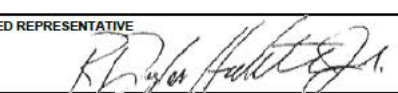

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EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: Insight Global Employs 159 Clark County Residents

Corporate/Business Entity Name:	Insight Global, LLC	
(Include d.b.a., if applicable)		
Street Address:	1224 Hammond Drive, Suite 1500	**Website:** https://www.insightglobal.com/
City, State and Zip Code:	Atlanta, GA 30346	**POC Name:** Palmer Spinelli, Strategic Account Executive **Email:** Palmer.Spinelli@insightglobal.com
Telephone No:	855-485-8853	**Fax No:**
Nevada Local Street Address: **(If different from above)**	3800 Howard Hughes Parkway	**Website:** https://www.insightglobal.com/
City, State and Zip Code:	Las Vegas, NV 89169	**Local Fax No:**
Local Telephone No:	855-485-8853	**Local POC Name:** Palmer Spinelli, Strategic Account Executive **Email:** Palmer.Spinelli@insightglobal.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)
IG Staffing Holdings, LLC	Parent Company	100%

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

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

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

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

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

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

Palmer Spinelli
Signature

Palmer Spinelli
Print Name

Strategic Account Executive
Title

11/07/2025
Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Insight Global, LLC certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Palmer Spinelli, Strategic Account Executive	No. 2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Palmer Spinelli	11/07/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

LANCESOFT, INC.
NAME OF FIRM
Prashant Arni, Sr. VP - Delivery & Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2121 Cooperative Way, Suite 130, Herndon, VA 20171
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(703) 674-4500
(AREA CODE) AND TELEPHONE NUMBER
marketing@lancesoft.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 LANCESOFT, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
LanceSoft, Inc.
2121 Cooperative Way
Suite 130
Herndon, VA 20171

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

LANCESOFT, INC

By: _____ 11/25/2025
PRASHANT ARNI DATE
Sr. Vice President – Delivery & Operations

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

D. EXHIBIT B, CERTIFICATE OF INSURANCE

LanceSoft's Certificate of Insurance

ACORD® **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 11/3/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Laura Karr PHONE (A/C, No, Ext): (847) 247-3042 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Laura.Karr@MarshMMA.com
INSURED LANCINC-01 LanceSoft, Inc. 2121 Cooperative Way, Suite 130 Herndon VA 20171	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : CONTINENTAL CASUALTY COMPANY — 20443 INSURER B : PHILADELPHIA INDEMNITY INSURAN — 18058 INSURER C : ZURICH AMERICAN INSURANCE COMP — 16535 INSURER D : Tokio Marine Specialty Insuran — 23850 INSURER E : Midvale Indemnity Company — 27138 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1492538746 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y		PHPK2573591004	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 20,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		PPK2574633002	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB671363004	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC277362304	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A B E	Crime - Third Party Professional Liability (E&O) EPLI			2087274915 PHPK2573591004 BCP04699602	7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	Occ/Agg: 5,000,000 Occur: 1,000,000 Occ: 1,000,000	Ded: 50,000 Agg: 3,000,000 Agg: 3,000,000

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

Proof of Insurance. Project: RFSOQ_2025_08 Professional Placement Services

Excess Commercial Umbrella - Policy#100042883206 - Effective: 7/1/2025 Expiration: 7/1/2026 - Occurrence: 5,000,000 General Aggregate: 5,000,000 - Insurer affording coverage: Liberty Insurance Underwriters, Inc. The Excess Umbrella sits over the General Liability and Employers Liability.

Excess Employment Practices Liability - Policy#S0008EL00025602- Effective: 7/1/2025 Expiration: 7/1/2026 - ($2M Occurrence/Aggregate Limit; $0 Deductible)- Insurer Affording Coverage: Accelerant Specialty Insurance Co. The Excess Employment Practices Liability sits over the Employment Practices Liability Policy.
See Attached...

CERTIFICATE HOLDER	CANCELLATION
University Medical Center of Southern 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 Dina Pallak

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AGENCY CUSTOMER ID: LANCINC-01
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	LanceSoft, Inc. 2121 Cooperative Way, Suite 130 Herndon VA 20171
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

Insured owns no Autos.

Excess Hired & Non-Owned Automobile - Policy#RTSXS00149- Effective: 7/1/2025 Expiration: 7/1/2026 - $1M Limit- Insurer Affording Coverage: Underwriters at Lloyds of London. Excess Auto policy extends coverage to the Hired & Non-Owned Auto policy.

Cyber and Tech E&O (Network Security & Privacy) - Crum & Forster Specialty Insurance Company - 7/1/2025-7/1/2026 - TCM109210 - Per Claim/Agg. $5,000,000

Re: All work performed by the Named Insured on behalf of the Certificate Holder.

The following are additional insured for General liability and Automobile Liability where required by written contract or agreement subject to the provisions and limitations of the policies per policy terms and conditions:

- University Medical Center of Southern Nevada, its officers and employees

Primary Non-Contributory coverage applies to General Liability where required by written contract or agreement per policy terms and conditions.

Coverage applies to Automobile Liability on a primary basis where required by written contract or agreement per policy terms and conditions.

Waiver of Subrogation in favor of the Additional insureds applies to General Liability where required by written contract or agreement per policy terms and conditions.

Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance.

30-Day Notice of Cancellation Applies in Favor of the Certificate Holder on General Liability, Automobile Liability and Professional Liability

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F. EXHIBIT D, DISCLOSURE OF OWNERSHIP

EXHIBIT D

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.

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: 19

Corporate/Business Entity Name:	LanceSoft, Inc.	
(Include d.b.a., if applicable)		
Street Address:	2121 Cooperative Way, Suite 130	**Website:** marketing@lancesoft.com
City, State and Zip Code:	Herndon VA 20171	**POC Name:** Prashant Ami **Email:** marketing@lancesoft.com
Telephone No:	703-674-4500	**Fax No:** 703-935-0339
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)
Divya Gandhi	President	100%

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

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

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

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

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

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

Signature	Print Name
Sr. VP - Delivery & Operations	11/3/2025
Title	Date

1

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

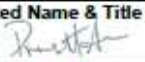
G. EXHIBIT E, REPRESENTATIONS AND CERTIFICATIONS FORM

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, LanceSoft, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.
6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Prashant Arni, Sr. VP - Delivery & Operations	RFSOQ 2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
	11/04/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

MY NEXT CAREER PATH STAFFING. LLC
NAME OF FIRM
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 FIRM INCLUDING CITY, STATE AND ZIP CODE
(844) 579-6627
(AREA CODE) AND TELEPHONE NUMBER
rboyce@mncpstaffing.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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., DBA MNCP STAFFING, LL,C (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
My Next Career Path Staffing, LLC
6871 S Eastern Ave, Suite 103
Las Vegas, NV 89119

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

MY NEXT CAREER PATH STAFFING. LLC.

By: _____ 11/24/2025
RENEE BOYCE DATE
President & Chief Executive Officer

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

D. Exhibit B, Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2025

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

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

PRODUCER	CONTACT NAME: CYNDI WOODALL
Semel Risk Consultants LLC 2055 Bayview Dr. Reno NV 89521	PHONE (A/C, No, Ext): (702) 655-5160 FAX (A/C, No): E-MAIL ADDRESS: cyndi@semelriskconsultants.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE IND CO	15580
INSURER B : UNITED FNCL CAS CO	11770
INSURER C : EVEREST IND INS CO	10851
INSURER D : TECHNOLOGY INS CO INC	42376
INSURER E :	
INSURER F :	

INSURED: My Next Career Path Staffing LLC, 6871 S Eastern Ave #103, Las Vegas NV 89119

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER	Y	Y	91MLN01234-241	08/26/2025	08/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	08224018	10/13/2025	10/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $		Y				EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4656072	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			91MLN01234-241	08/26/2025	08/26/2026	Each Occurrence General Aggregate	2,000,000 4,000,000

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

Project: RFSOQ_2025-08 Professional Placement Services

CERTIFICATE HOLDER	CANCELLATION
University Medical Center of Southern 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 Cyndi Woodall

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F. Exhibit D, Disclosure of Ownership

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	**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:**	**702-727-1944**
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

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	Print Name
	Reneé Boyce
President and CEO	**Novenber 10, 2025**
Title	Date

1

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

G. Exhibit E, Representations and Certifications

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, My Next Career Path Staffing, LLC certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.
6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Reneé Boyce, President and CEO	2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**

11/10/2025	
Signature of Authorized Representative	**Date**

Signature_____ **Date**_____ **Proposal Number**_____
I am unable to certify to the above statement. My explanation is attached.

H. Exhibit F, Vendor/Supplier Self-Identification

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	My Next Career Path Staffing, LLC
PO Box/Street Address:	6871 S Eastern Ave, Suite 103
City:	Las Vegas
State/Province:	NV
Zip/Postal Code:	89119
Country:	U.S.A.
Contact's Name & Title:	Reneé Boyce, President and CEO
Contact Phone Number:	(844) 579-6627
Contact's Email:	rboyce@mncpstaffing.com
Contact's Fax:	702-727-1944

BUSINESS DESIGNATION GROUP TYPE Check all applicable classifications or Not Applicable		
Diversity/Demographic Classification	**Definition**	**√**
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 individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	☒
	AA - African American/Black: Persons having origins in any of the black racial groups of Africa.	☒
	AX - Asian American: • Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan. • Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands. • Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan). • Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia.	☐
	HA - Hispanic American (including Black individuals whose origins are Hispanic): • Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race. • Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race. • Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above.	☐

	NA - Native American: Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	☐
	PI - Pacific Islander: Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	☐
	Prefer not to answer	☐

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/Demographic Classification	**Definition**	**√**
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.	☒
Emerging Small Business (ESB)	An independent and continuing business 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.	☒
Woman Owned Business (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.	☐
Veteran Business Enterprise (VET)	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 U.S. Veteran(s).	☐
Disabled Veteran Enterprise (DVET)	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 veteran.	☐
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	☐
Choose to Not Self-Identify	Business chooses not to self-identify.	☐

CERTIFIED BUSINESS ENTITY		
Check all applicable classifications or Not Applicable		
Participant and Certified Business Entity:	**Definition**	**√**
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	☐
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77th Legislative session as a result of AB294.	☒
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	☐

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	**√**
Individual/Sole Proprietor	☐

Corporation	☐
Partnership	☐
Limited Liability Company	☒
Non-Profit/Government Entity	☐
Other (please identify):	☐

Signature: _____

Name and Title (Printed): __Renee Boyce, President & CEO_____ Date: __11/10/2025_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

SYNKRIOM, INC.
NAME OF FIRM
Komal Dangi, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
30 Knightsbridge Rd Suite 525, Piscataway, NJ 08854
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(732) 961-5233
(AREA CODE) AND TELEPHONE NUMBER
govt@synkriom.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 SYNKRIOM, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
Synkriom Inc.
30 Knightsbridge Rd
Suite 525
Piscataway, NJ 08854

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

SYNKRIOM, INC.

By: _____ 11/25/2025
KOMAL DANGI DATE
Chief Executive Officer

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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): 11/25/2025

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

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

PRODUCER	CONTACT NAME: Barbara Hagerman	
Cupo Insurance Agency 50 Mt. Prospect Avenue Suite 100 Clifton NJ 07013	PHONE (A/C, No, Ext): (973) 778-7770	FAX (A/C, No): (973) 471-9630
	E-MAIL ADDRESS: bobbi.h@cupo.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co.	29459
INSURER B : Travelers Bond & Specialty Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Synkriom Inc.
30 Knightsbridge Rd Ste 525
Piscataway NJ 08854

COVERAGES **CERTIFICATE NUMBER:** CL2412623980 **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	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ Exposure (XCU) Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		13SBAIN9841	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG E&O/CYBER	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			13SBAIN9841	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			13SBAIN9841	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Cime Policy/Employee Dishonesty Third Party/Client Property			107238107	03/17/2025	03/17/2026	Per Claim Deductible	$5,000,000 $25,000

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

Project: RFSOQ_2025-08 Professional Placement Services.

CERTIFICATE HOLDER

University Medical Center Southern Nevada c/o Contracts Management
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

Annmarie Wasylenchuk

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Exhibit D - Disclosure of Ownership

EXHIBIT D

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.

REVISED 7/25/2014

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Synkriom Inc.	
(Include d.b.a., if applicable)		
Street Address:	30 Knightsbridge Rd Suite 525	**Website:** https://synkriom.com/
City, State and Zip Code:	Piscataway, NJ 08854	**POC Name:** Komal Dangi **Email:** govt@synkriom.com
Telephone No:	732-961-5233	**Fax No:** 732-384-3301
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)
Komal Dangi	CEO	99%
Manvay Dangi	CTO	1%

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.

Komal — Signature

Komal Dangi — Print Name

CEO — Title

11/10/2025 — Date

REVISED 7/25/2014

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DISCLOSURE OF RELATIONSHIP

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

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

REVISED 7/25/2014

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Exhibit E - Representations and Certifications form

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, Synkriom Inc certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Komal Dangi , CEO	RFSOQ No. 2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Komal	11/10/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

SYSTEMDOMAIN, INC.
NAME OF FIRM
Shubhi Garg, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4320 Winfield Road, Suite 200, Warrenville, IL 60555
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(630) 544-4180
(AREA CODE) AND TELEPHONE NUMBER
sgarg@systemdomaininc.com
E-MAIL ADDRESS

AGREEMENT FOR PROFESSIONAL PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into as of the date last signed below by an authorized signatory ("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 SYSTEMDOMAIN, INC., (Hereinafter referred to as "COMPANY"), for PROFESSIONAL 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 with an annual budget allowance not to exceed $1,000,000, 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.

WHEREAS, COMPANY understands that this Agreement shall be supplemental to HOSPITAL's primary managed service provider agreement. Nothing herein shall be construed as amending or modifying the managed service provider agreement.

NOW, THEREFORE. HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three **3 Years ("Initial Term")**. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two 1-year periods (each an 'Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During 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. Terms of Payments

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** 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 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. 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 thirty (30) 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..
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 Exhibit A, Scope of Work, itemized description of positions for which recruits have been hired, services rendered, HOSPITAL'S Contract Number, Purchase Order Number. Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address must also be present.
    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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the

total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL will not increase the general scope of this Agreement or the services or work to be performed.

B. No services for which 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, and such breach shall be considered a material breach of this Agreement.

H. COMPANY will not be bound by the ninety (90) day guarantee as specified in Section II. H., 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. above;
2. Placed candidate is discharged due to a 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, Samara Strite, Human Resources, telephone number (702) 383-2546 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.

E. HOSPITAL recruiter and/or HOSPITAL hiring leader / support staff will coordinate and manage the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

F. HOSPITAL HR Manager or HR Director will identify positions that COMPANY(S) may submit candidates for.

G. HOSPITAL will negotiate all salaries with the candidate.

H. HOSPITAL will provide support during the initial onboarding phase to ensure a smooth transition for the new hire.

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 unit 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 (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 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 affected 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 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 affected 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 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, email or facsimile, at the following addresses:

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

TO COMPANY:
SystemDomain, Inc.
4320 Winfield Road
Suite 200
Warrenville, IL 60555

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 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. Entire 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). Notwithstanding the foregoing, 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.

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 contact 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 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 of 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,

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. 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.

T. 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.

U. 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.

V. 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.

[*Signatures are on the following page*]

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:

SYSTEMDOMAIN, INC.

By: _____ Nov 25 2025
SHUBHI GARG DATE
Chief Executive Officer

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES
EXHIBIT A
SCOPE OF WORK

1. Candidate Sourcing

SUCCESSFUL PROPOSER(S) must find potential candidates from a diverse talent pool, including active job seekers and passive candidates who are not actively looking for a new job.

2. Talent Screening

SUCCESSFUL PROPOSER recruiters must conduct initial vetting to ensure candidates possess the skills, experience, and qualifications required for the position. UMC **Cultural knowledge**: A key part of permanent placement is finding candidates who align with the company's culture and long-term strategic goals. This process helps to ensure a smoother transition and higher retention rates.

3. Candidate Profile Submission

SUCCESSFUL PROPOSER(S) can submit potential candidates ONLY for positions identified by HOSPITAL HR Manager or HOSPITAL HR Director. HOSPITAL recruiters will vet the candidates to confirm their candidacy status and qualifications. If the candidate is eligible for referral, HOSPITAL recruiter will make the referral to the hiring leader.

4. Interview Management

HOSPITAL recruiter and/or HOSPITAL hiring leader/support staff will coordinate the interview process between the candidate and the hiring leader, ensuring timely and effective communication.

SUCCESSFUL PROPOSER(S) 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	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
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	

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; *Additional certificates depending upon specialty*
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 SUCCESSFUL PROPOSER(S) for any additional licenses and/or certifications required for the position being filled.

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PROFESSIONAL PLACEMENT SERVICES
EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (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: RFSOQ_2025-08 Professional Placement Services (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.

2025-08 RFSOQ
PROFESSIONAL PLACEMENT SERVICES

Exhibit B: Certificate of Insurance

2208976 Systemdomain Inc. Certificate Of Insurance 2/13/2025 3:26:21 PM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2025

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

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

PRODUCER	CONTACT NAME:
TechInsurance, Division of Specialty Program Group LLC 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 312-690-4123 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Systemdomain Inc. 3747 Highknob Cir Ste 101, Naperville, IL, 60564	INSURER A : Twin City Fire Insurance Company	29459
	INSURER B : Philadelphia Indemnity Insurance Company	18058
	INSURER C : Philadelphia Indemnity Insurance Company	18058
	INSURER D : Hartford Insurance Company of the Midwest	37478
	INSURER E : Philadelphia Indemnity Insurance Company	18058
	INSURER F : Philadelphia Indemnity Insurance Company	18058

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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			46SBMVU4687	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			46SBMVU4687	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ✓ RETENTION $ 10,000			46SBMVU4687	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WECAS7716	2/15/2025	2/15/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Cyber Liability			PHSD1795756-004	3/1/2025	3/1/2026	Each Occurrence	$5,000,000
C	Professional Liability (Errors and Omissions)			PHSD1857808-008	3/1/2025	3/1/2026	Occurrence/Aggregate	$5,000,000 / $5,000,000
E	Fidelity Bond 3rd Party BKT			PHSD1816081-006	11/16/2024	11/16/2025	Each Occurrence	$1,000,000

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

GL policy includes $1,000,000 per occurrence/ $1,000,000 aggregate EPLI with $50,000 dedutible

CERTIFICATE HOLDER

Insured Copy

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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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

RFSOQ 2025-08
PROFESSIONAL PLACEMENT SERVICES

EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	SystemDomain, Inc.	
(Include d.b.a., if applicable)	SystemDomain, Inc.	
Street Address:	4320 Winfield Road, Suite 200	**Website:** WWW.systemdomaininc.com
City, State and Zip Code:	Warrenville, IL 60555	**POC Name:** Shubhi Garg **Email:** sgarg@systemomaininc.com
Telephone No:	630-922-8189	**Fax No:** (914) 265-8938
Nevada Local Street Address: **(If different from above)**	Not Applicable	**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.

Shubhi Garg — Signature

Shubhi Garg — Print Name

CEO — Title

11/10/2025 — Date

1

REVISED 7/25/2014

RFSOQ 2025-08 PROFESSIONAL PLACEMENT SERVICES

EXHIBIT E
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, SystemDomain, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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. PROPOSER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or 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").

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.

6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five (5) years, or both.

Shubhi Garg, CEO	2025-08
Printed Name & Title of Authorized Representative	**Proposal Number**
Shubhigarg	11/10/2025
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

xodo sign
by apryse

Audit Trail

Document Details

Title	SystemDomain, Inc - 2025-08 Professional Placement Services Agreement.pdf
File Name	SystemDomain, Inc - 2025-08 Professional Placement Services Agreement.pdf
Document ID	1e3382c66fb54503b2502c4167f5fa66
Fingerprint	63f0cdff90bd1086ca7e416e1a71fbcc
Status	Completed

Document History

Document Created	Document Created by Ashley Shah (hr@systemdomaininc.com) Fingerprint: 77a7c17ca4e02194df2d33f8fc838f2e	Nov 25 2025 10:56PM UTC
Document Sent	Document Sent to Shubhi Garg (sgarg@systemdomaininc.com)	Nov 25 2025 10:56PM UTC
Document Viewed	Document Viewed by Shubhi Garg (sgarg@systemdomaininc.com) IP: 209.122.130.39	Nov 25 2025 10:57PM UTC
Document Viewed	Document Viewed by Shubhi Garg (sgarg@systemdomaininc.com) IP: 18.233.78.168	Nov 25 2025 10:57PM UTC
Document Signed	Document Signed by Shubhi Garg (sgarg@systemdomaininc.com) IP: 209.122.130.39 	Nov 25 2025 10:57PM UTC
Document Completed	This document has been completed. Fingerprint: 63f0cdff90bd1086ca7e416e1a71fbcc	Nov 25 2025 10:57PM UTC

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

Issue:	**Third Amendment to License Agreement with Zynx Health Incorporated**	**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 Third Amendment to License Agreement with Zynx Health Incorporated for clinical decision support solutions; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000854000 Funded Pgm/Grant: N/A
Description: Knowledge Analyzer, ZynxCare, ZynxEvidence and AuthorSpace Software Subscription
Bid/RFP/CBE: NRS 332.115.1(h) – Software
Term: 10/24/2025 to 10/30/2030
Amount: $633,669.11
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

On October 30, 2019, UMC entered into a License Agreement and Order #1 with Zynx Health Incorporated ("Zynx Health") to subscribe to certain clinical decision support solutions i.e., the ZynxCare, ZynxEvidence and AuthorSpace. These licensed solutions support nursing and interdisciplinary teams to reduce clinical variation, improve patient outcomes and maximize financial performance by featuring a comprehensive evidence-based care plan library offering best practice recommendations to standardize care. Amendment 1, effective January 24, 2022, updated the Publicity clause, and Amendment 2, approved by the Board in August, 2022, extended the term through October 29, 2025, and added the Knowledge Analyzer and ZynxEvidence solutions.

This Amendment extends UMC's access to these software solutions through October 30, 2030.

UMC's Chief Nursing Officer has reviewed and recommends approval of this Amendment, which has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required because this agreement is for the provision of software.

Cleared for Agenda
December 10, 2025

Agenda Item #
10

THIRD AMENDMENT TO LICENSE AGREEMENT

This Third Amendment to the License Agreement (this "**Third Amendment**") by and between **Zynx Health Incorporated** ("**Zynx Health**") and University Medical Center of Southern Nevada ("**Licensee**") is effective as of October 24, 2025 ("**Third Amendment Effective Date**").

Background

Licensee and Zynx Health are parties to a License Agreement, dated as of October 30, 2019, as it may be amended from time to time (the "**Agreement**"), pursuant to which Licensee has licensed from Zynx Health certain Licensed Solutions. Licensee and Zynx Health now desire to amend the Agreement as set forth below

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Zynx Health agree as follows:

1. **Amendment to Order #1**. Order # 1, Section C (Fees) is hereby amended by adding the following:

Year 7 Subscription Fee	$119,354.47
Year 8 Subscription Fee	$122,935.11
Year 9 Subscription Fee	$126,623.16
Year 10 Subscription Fee	$130,421.86
Year 11 Subscription Fee	$134,334.51

2. **Amendment to Order #1**. Order # 1, Section C (Fees) is hereby amended by deleting the following:

> The total Fees during the Term of this Agreement (with the exception of extending the Scope of Use and/or an underpayment of fees pursuant to Section 5), including the Subscription Fees, Service Fees, and Reimbursable Expenses, shall not exceed three hundred seventy nine thousand nine hundred twenty five dollars ($735,301.23)
>
> **and replacing it with:**
>
> The total fees for the period beginning on October 30, 2025 and ending on October 29, 2030, including Subscription Fees, Service Fees, and Reimbursable Expenses (except in the case of an extension of the Scope of Use and/or an underpayment of fees pursuant to Section 5), shall not exceed six hundred thirty three thousand six hundred sixty nine dollars and eleven cents ($633,669.11).

3. **Amendment to Order #1**. Order # 1, Section D.1 (Term and Termination) is hereby amended by deleting it in its entirety and replacing it with the following:

> This Order #1shall commence as of the Order #1 Effective Date, and remain in effect for a term of three (3) years (the "Initial License Term"). After the Initial License Term, this Order #1 shall renew for two consecutive three (3) year terms, and thereafter shall automatically renew two (2) additional one (1) year terms (each, a "Renewal Term"; and together with the "Initial License Term", the "Term"); however, Zynx Health may terminate this Order #1 in the event Licensee has not paid the applicable fees for such new term prior to the end of the then existing term. Notwithstanding anything to the contrary set forth in the Agreement or this Order #1, the parties agree that neither party may terminate this Agreement prior to October 29, 2030, except as otherwise expressly permitted under this Agreement. In the event that this Order #1 is terminated for any reason prior to October 29, 2030, all fees and expenses due through such date shall become immediately due and payable by Licensee to Zynx Health. On October 30, 2030, this Order #1 shall terminate.

4. **Full Force and Effect of Agreement**. Except as hereby specifically amended, the Agreement is hereby confirmed and ratified in all aspects and shall remain in full force and effect according to its terms.

5. **Miscellaneous**. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. All section references set forth herein are to the sections of the Agreement, unless otherwise noted. This Third Amendment (a) may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument; and (b) may not be amended, and no provision of this Third Amendment may be waived, except in a writing signed by all the parties. The Agreement, as modified hereby, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior negotiations, writings, commitments, and understandings, if any, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Third Amendment to the Agreement to be duly executed as of the Third Amendment Effective Date.

U**NIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**	**ZYNX HEALTH INCORPORATED**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: N/A

Corporate/Business Entity Name:	Zynx Health Incorporated	
(Include d.b.a., if applicable)		
Street Address:	701 Gateway Blvd., Suite 600	**Website:** www.zynxhealth.com
City, State and Zip Code:	South San Francisco, CA 94080	**POC Name:** **Email:**
Telephone No:	310.954.1950	**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)
N/A		

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

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

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

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

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

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

DocuSigned by:
Lac Dinh
BD713D1C66FD414...
Signature

Lac Dinh
Print Name

VP of Finance
Title

7/28/2022
Date

Zynx Health Leadership

Charles Tuchinda, MD, MBA
President

Jesse Rosenthal
Senior Vice President, Solutions

John Chang, MD, PhD, MPH, FACP
Senior Vice President, Head of Clinical Team

Luis Saldana, MD, MBA, FACEP
Vice President, Clinical Strategy

Lac Dinh, MBA
Vice President, Finance and Operations

Joe Martorella, MA
Vice President of Technology

Eunice Mendoza, MBA
Vice President of Human Resources

Marybeth Reed
Senior Director, Account Management

Jimmy Lam, MD
Director, Product Management

Mariana Small, MBA
Director, Marketing and Sales Operations

Nan Hou, PhD, RN
Managing Editor

Robert Kass, MD
Managing Editor

Jodi Panepinto MSN, APN-C
Managing Editor

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.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 10, 2025

Agenda Item #
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