



# UMC Governing Board Meeting

Wednesday, September 28, 2022 2:00 pm

Delta Point Building - Emerald Suite - 1st Floor

## **AGENDA**

### **University Medical Center of Southern Nevada GOVERNING BOARD**

September 28, 2022, 2:00 p.m.  
901 Rancho Lane, Las Vegas, Nevada  
Delta Point Building, Emerald Conference Room (5<sup>th</sup> Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, September 28, 2022, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

## **SECTION 1. OPENING CEREMONIES**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

#### **1. Public Comment.**

**PUBLIC COMMENT.** This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address, and please **spell** your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

#### **2. Approval of Minutes of the meeting of the UMC Governing Board held on August 31, 2022. (Available at University Medical Center, Administrative Office) (For possible action)**

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

## **SECTION 2: CONSENT ITEMS**

4. Approve the September 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 27, 2022; and take action as deemed appropriate. *(For possible action)*
5. Approve and authorize the Chief Executive Officer to sign the Amendment No. 11 to the Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
6. Award SOQ No. 2022-13 Professional Placement Services to multiple placement agencies, and authorize the Chief Executive Officer to sign the SOQ No. 2022-13 Placement Services Agreements, exercise any extension options and execute any applicable candidate referral forms; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the First Amendment to Agreement, and exercise any extension options with SMS Healthcare for Ambulatory Care Janitorial Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreement for Managed Services Support and the Agreement for Strategic Project Support with Tegria Services Group - US, Inc. for Managed Service Support; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with UNLV Medicine and the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas, for the Ryan White Program; and exercise any extension/renewal options or amendments; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement, and exercise any extension options with Vitalant for blood products/services; or take action as deemed appropriate. *(For possible action)*
11. Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter of District Court Case No. A-18-779437C, entitled *Grace Thompson v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents. *(For possible action)*

## **SECTION 3: BUSINESS ITEMS**

12. Receive a presentation from Dr. Ashok Gupta, introducing UMC's new AIDOC – Artificial Intelligence for Imaging solution; and direct staff accordingly. *(For possible action)*
13. Receive educational ICARE4U Training from Danita Cohen, Chief Experience Officer; and direct staff accordingly. *(For possible action)*
14. Receive an update on the UMC Evening of Hope Gala; and direct staff accordingly. *(For possible action)*

15. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
16. Receive the monthly financial report for August FY23; and take any action deemed appropriate. *(For possible action)*
17. Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
18. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

#### **SECTION 4: EMERGING ISSUES**

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

#### **COMMENTS BY THE GENERAL PUBLIC**

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name, and address and please ***spell*** your last name for the record.

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

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THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).



**University Medical Center of Southern Nevada  
Governing Board Meeting  
August 31, 2022**

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ProVidence Conference Room  
UMC Trauma Building (5<sup>th</sup> Floor)  
800 Hope Place,  
Las Vegas, Clark County, Nevada  
Wednesday, August 31, 2022  
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

**CALL TO ORDER**

**Board Members:**

**Present:**

John O'Reilly, Chair  
Donald Mackay, M.D., Vice-Chair (via WebEx)  
Laura Lopez-Hobbs  
Robyn Caspersen  
Renee Franklin  
Harry Hagerty (via WebEx)  
Chris Haase (via WebEx)  
Jeff Ellis (via WebEx)  
Mary Lynn Palenik (via WebEx)

**Ex-Officio Members:**

**Present:**

Barbara Fraser, Ex-Officio  
Dr. Meena Vohra, Chief of Staff  
Dr. Marc Kahn, Dean of Kirk Kerkorian School of Medicine at UNLV

**Absent:**

**Others Present:**

Tony Marinello, Chief Operating Officer  
Susan Pitz, General Counsel  
Rani Gill, Compliance Officer  
John Cutter Representatives  
Wellness Center Representatives  
Stephanie Ceccarelli, Board Secretary

## **SECTION 1. OPENING CEREMONIES**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

### **ITEM NO. 1 PUBLIC COMMENT**

Chair O'Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

### **ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on July 27, 2022 (*Available at University Medical Center, Administrative Office*) (*For possible action*)**

#### **FINAL ACTION:**

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

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

#### **FINAL ACTION:**

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

## **SECTION 2: CONSENT ITEMS**

### **ITEM NO. 4 Approve the July 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on July 26, 2022; and take action as deemed appropriate. (*For possible action*)**

#### **DOCUMENT(S) SUBMITTED:**

- Credentialing Activities

### **ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on June 1, 2022 and July 6, 2022; and take action as deemed appropriate. (*For possible action*)**

#### **DOCUMENT(S) SUBMITTED:**

- Policy & Procedure June 1, 2022
- Policy & Procedure July 6, 2022

- ITEM NO. 6** Approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on March 22, 2022 and May 27, 2022; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Bylaws - March 22, 2022
- Bylaws - May 27, 2022

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

DOCUMENT(S) SUBMITTED:

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

- ITEM NO. 8** Approve and authorize the Chief Executive Officer to sign the Services Agreement and Amendment with Comprehensive Care Services, Inc. for Perfusion, related services and equipment; and exercise any extension/renewal options or amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Services Agreement\_BAA\_Disclosure of Ownership
- Amendment to Services Agreement

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

DOCUMENT(S) SUBMITTED:

- Interlocal Agreement

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

DOCUMENT(S) SUBMITTED:

- Second Amendment to License Agreement
- Disclosure of Ownership

- ITEM NO. 11** Approve and authorize the Chief Executive Officer to sign the Master Services Agreement, Statement of Work, and Business Associate Agreement with Accuity Delivery Systems, LLC, and exercise any

**extension/renewal options; or take action as deemed appropriate. (*For possible action*)**

**DOCUMENT(S) SUBMITTED:**

- Master Services Agreement
- Disclosure of Ownership

**ITEM NO. 12 Approve the recommendation of the Human Resources and Executive Compensation Committee's review of CEO FY2022 Performance Objectives, and approve the recommended merit salary adjustment and incentive bonus for Fiscal Year 2022; and take any action deemed appropriate. (*For possible action*)**

**DOCUMENT(S) SUBMITTED:**

- Management Compensation Plan FY2022

**ITEM NO. 13 Approve the FY2023 CEO Organizational Performance Objectives as recommended by the Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (*For possible action*)**

**DOCUMENT(S) SUBMITTED:**

- Organizational Performance Objective FY23

**ITEM NO. 14 Approve the Physician and Non-Physician Provider Productivity (wRVU) Compensation and Benefits Plan; and take any action deemed appropriate. (*For possible action*)**

**DOCUMENT(S) SUBMITTED:**

- Productivity wRVU Physician Provider Comp Plan

**ITEM NO. 15 Approve the proposed changes to the HR Policies and Procedures HR Policy No. 3 (Position Classification and Compensation Plans) and HR Policy No. 4 (Recruitment and Selection Program); and take any action deemed appropriate. (*For possible action*)**

**DOCUMENT(S) SUBMITTED:**

- HR Policy No. 3
- HR Policy No. 4

**FINAL ACTION:**

A motion was made by Member Franklin that Consent Items 4-15 be approved as presented. Motion carried by unanimous vote.

**SECTION 3: BUSINESS ITEMS**

**ITEM NO. 16 Receive a donation in the amount of \$19,172.68 from John Cutters (dba Vista Commons Investment, LLC) for UMC's Children's Hospital on behalf**

**of the UMC Foundation; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Check

DISCUSSION:

Kurt Houser, Chief Human Resources Officer, introduced representatives from John Cutters to present a check to the hospital in the amount of \$19,172.68 and thanked them for their support to the hometown community and UMC.

FINAL ACTION:

None

**ITEM NO. 17 Receive an educational presentation from Amy Runge, Ambulatory Clinical Manager, regarding Rapid HIV Testing Program; and direct staff accordingly. (For possible action)**

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Amy Runge, Ambulatory Clinical Nurse Manager, along with staff members from the Wellness Center - HIV and Infectious Disease Clinic, and Dr. Jerry Kade, shared information regarding their work in the hope of ending of the HIV epidemic in Nevada.

The Wellness Center has been in business for over 30 years pioneering care for patients with HIV and infectious disease. The clinic was awarded a 5-year grant from the CDC through SNHD, and the purpose of the grant is to implement rapid HIV testing and identify patients who are HIV positive and get them the care needed quickly.

Statistics show 1 in 5 people in the state are unaware of their HIV status and 87% of new cases are identified year over year in southern Nevada. In 2021, Nevada SB211 was passed recommending routine HIV testing in urgent cares, primary cares and emergency departments. UMC is live in all of its sites. Ms. Runge explained the testing options and the process in place to assist patients.

There have been over 3,700 tests performed since November 2021 and to date, 15 patients have received same-day care. Other successes include the opportunity to assist and educate patients and staff, telemedicine carts at quick care locations and HIV testing offered to patients 15 and above. Ms. Runge continued with a review of the 5-year plan and an overview of the emergency room testing, which has started in 2018.

Dr. Cade continued the discussion by emphasizing the importance of early detection for the treatment of HIV for patients and the tools that have been implemented to assist in the efforts to end HIV.

FINAL ACTION:

None

**ITEM NO. 18 Receive annual training from Rani Gill, Compliance Officer, on compliance for hospital governing boards; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Corporate Compliance Presentation

DISCUSSION:

Rani Gill, Compliance Officer provided the refresher annual Compliance Training for the Governing Board and its role in the compliance program.

The purpose of compliance is to prevent violations of law, mitigate liability, maintain effective internal controls, and improve the quality, efficiency and consistency of service, as well as demonstrate to government a sincere ongoing effort to comply with all applicable laws and regulations. Every workforce member, including governing board members and executive officers, are responsible for compliance within their departments. The compliance officer is responsible for implementing the program.

Governing Board members have a duty to ensure that the hospital has an effective compliance program, an adequate reporting system of compliance issues, and a non-retaliation policy, which will ensure no adverse action is taken against anyone reporting suspected misconduct.

OIG recommendations were reviewed and references were provided. Compliance risk areas of awareness, which include billing and coding, transactions with physicians and other referral sources and hospital incentives were discussed.

Chairman O'Reilly invited Ms. Gill to feel free to share any compliance issues that needs to be brought to the Board's attention.

FINAL ACTION:

None

**ITEM NO. 19 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

**DISCUSSION:**

Member Mackay provided a summary of the August 1, 2022 meeting. The meeting was called to order at 3:02 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

An update was received on clinical trials research, presented by Ron Roemer. There are currently 27 clinical trials being conducted by UMC and UNLV. Patty Scott provided an update regarding the sentinel event which occurred at UMC and provided an update on the Joint Commission survey schedule and key dates.

CEO performance goals for FY22 and FY23 were discussed and

The activities of the UMC Policy and Procedures Committee, which included the recommended creation, revision and/or retirement of UMC policies and procedures, were unanimously approved. The Committee also unanimously approved and recommended the Medical and Dental Staff Bylaws.

There were no emerging issues and no public commentary. The meeting adjourned at 3:55 pm.

Member Mackay next reviewed the special meeting of August 22<sup>nd</sup>. All members were present on the phone. This meeting was called to order at 2:00pm. The August 1<sup>st</sup> meeting minutes will be reviewed at the next regularly scheduled meeting. The agenda was approved as amended.

This special meeting was to consider, discuss and finalize the FY2023 goals, which are a part of today's consent agenda.

There were no emerging issues and no public comment and the meeting adjourned at 2:11 pm.

**FINAL ACTION:**

None

**ITEM NO. 20 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Power Point

**DISCUSSION:**

Member Hagerty provided a report on the meeting held on Thursday, August 4, 2022 at 9:00 am. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

An update on the sacred six service lines was given with favorable year over year comparison. Net revenue for the six service lines increased by 24% and contribution margin increased significantly. Key driver of improvement was a focus on OR improvements, as general surgery holds 30% of the revenue. Initiatives to improve case start times and room turn over times were also discussed. Quick care cases have increased 27% YOY and Children's Hospital results were also positive.

An update was received on UMC's telehealth initiatives, with over 2000 telehealth visits to date and an average wait time of 6 minutes was reported. A review of the competitive dynamics of the southern Nevada market was also received.

Review of the CEO goals of FY22 – full credit was given for 3 of the 4 goals. Goals were also set for FY2023 and a final recommendation was sent to the HR Committee.

Lastly, a discussion with Dean Kahn regarding cooperation between UMC and the Kirk Kerkorian School of Medicine and initiatives that are underway.

There were no emerging issues identified and no public comments before going into closed session and the meeting adjourned at 11:30 am.

FINAL ACTION:

None

**ITEM NO. 21 Receive a report from the Governing Board Human Resource and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Ellis provided a summary from the special meeting held on August 29, 2022 at 2:00pm. There was no public comment, a quorum of all members were present, and the meeting minutes and agenda were approved.

The business items discussed by the Committee included a review and recommendation of the CEO Performance goals and merit increase for FY22 and



the CEO Performance goals for FY23 for HR, as well as all of the other committees, which is part of today's consent agenda.

The Committee next discussed Physician/Non-Physician Compensation plan (wRVU) and the benefit of this employment model. There was a brief discussion regarding the employment of Anesthesia Providers.

Lastly, the Committee approved changes that were made to the HR Policies and Procedures.

There were no public comments and the meeting adjourned at 4:04pm.

**FINAL ACTION:**

None

**ITEM NO. 22 Receive a report from the Audit and Finance Committee; and take any action deemed appropriate. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

None

**DISCUSSION:**

Member Caspersen provided a report on the meeting which was held on Wednesday, August 24, 2022 at 2:05 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee spent time reviewing financial matters, including financial reports for the month of July and fiscal year to date. Operating results missed budget, primarily due to lower than planned volumes and other challenges. SWB expenses were higher for the month due to COLA and bonus increases during the month. The Committee also reviewed key performance indicators, stats, admissions, length of stay and payor mix trends, as well as other financial statements and capital expenditures.

An informational update was received from Jamie King, Pharmacy Director, regarding online discount pharmacies and their impact on UMC, as well as capital projects that are being implemented to manage costs.

The business items were reviewed and approved by the Committee during the meeting. All of the contracts that were approved during the meeting are a part of today's consent agenda.

There were no emerging issues or public comment, and the meeting adjourned at 2:58 PM.

**FINAL ACTION:**

None

**ITEM NO. 23 Receive the monthly financial report for July FY23; and direct staff accordingly. (For possible action)**

DOCUMENT(S) SUBMITTED:

- FY23 July 2022 Report

DISCUSSION:

Ms. Wakem provided a summary of the year-end financial report for June FY22 and the monthly report for July FY23.

Year to date key indicators for June showed admissions were 4.6% over budget, AADC was 649 and average length of stay was at 7 days. Hospital CMI was 1.95 and Medicare CMI was 2.01. Inpatient surgeries were 11% over budget and outpatient cases were on budget. Transplants were 10% below budget. ER visits were 14% above budget and the conversion rate was 20.23%. Quick cares were 15% above budget and primary cares were 3.5% over budget.

The income statement for June showed total operating revenue was above budget \$117.6 million and total operating expenses exceeded budget \$74.2 million. Income from ops showed positive earnings of \$23.7 on a budgeted loss of \$20 million.

Salaries, wages and benefits showed contract labor and overtime continues to be high. All other expenses were reviewed. Supplies, purchased services and repairs and maintenance were up for the month. Ms. Wakem reminded the Board that period 13 is still open and final results will be provided after all adjustments are completed for FY22.

Next, Ms. Wakem reviewed the financial report for July, which was the first month of the 2023 fiscal year.

Total admissions were below budget 5.86%, AADC continues to be high at 662 and ALOS was 6.54 days. Hospital CMI was 1.83 and Medicare CMI was 2.00. Inpatient surgeries were below budget 6.63% and outpatient surgeries were 17.68% below budget. There was a total of 16 transplants, which was a record for the month. Conversion rate was 22.86%. Quick cares were under budget 7.43% and primary cares were 4.43% above budget.

The income statement for July showed revenue down almost \$1 million. Operating expenses was \$500K over budget. Income from ops was positive \$1.9 million.

SWB for July was \$2 million over budget. Overtime and contract labor have come down. All other expenses were favorable, with the exception of utilities, which

was the only category over budget. Key driver was an unanticipated 25% rate increase in peak time usage.

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

FINAL ACTION:

None

**ITEM NO. 24 Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Academic Health Center in NV Presentation

DISCUSSION:

Dean Kahn presented the report for Kirk Kerkorian School of Medicine.

The new Medical Education Building construction is near completion. The planned move in date is October 2022.

Funds have been approved for a new ambulatory care and ambulatory surgery building, as well as for construction of a new lab.

Faculty recruitments are in process for several departments at the school. Funding has been received to start Fellowships in Hematology, Oncology and Rheumatology, which will benefit the community greatly.

Dean Kahn next shared a presentation discussing the benefits of an Academic Health Center in Las Vegas, which was described as encompassing all the health-related components of universities, including their health professions, schools, patient care operations and enterprise. A list of health profession schools and programs was provided. The discussion continued regarding what an academic health center is, statistical data, why it is important to the community and how the program can grow.

He added that UMC and UNLV are on the path of developing the AHC platform together. Components of UNLV Health were shown. The mission of UNLV Health is to create a healthier Nevada and beyond and the universal selling proposition is "Growing Healthier Together."

He highlighted four top priorities that have been identified in the planning process:

1. Equitable Access – provide equitable access to high-quality care and evidence-based interventions.
2. Interdisciplinary Research – coordinate community-based, collaborative, interdisciplinary research teams.

3. Interprofessional Education – enhance the interprofessional educational experience for our students
4. Integrated Practice Plan – create a single UNLV Health practice plan for the delivery of health services

A conversation ensued regarding the Nevada affiliations in the selection process for medical students.

FINAL ACTION:

None

**ITEM NO. 25 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

CEO Update

DISCUSSION:

Tony Marinello, Chief Operating Officer, provided the following CEO updates:

- Ortho and Anesthesia update – Meetings are taking place weekly to build/launch these programs.
- Public Lab update
- UMC Online Care – This has been very successful. There has been over 2,000 visits with 99% patient satisfaction
- ReVITALize UMC – this has been awarded to Martin Harris
- First floor renovations are 90% complete
- AIDOC is now in Radiology
- Air Force Nursing General visit to UMC to discuss Military Medicine Program and assist the hospital
- Gift of Hope 5K at Sunset Park – Takes place on September 10<sup>th</sup>
- Evening of Hope Gala is on October 20<sup>th</sup>

FINAL ACTION:

None

**SECTION 4: EMERGING ISSUES**

**ITEM NO. 26 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)**

DISCUSSION:

**There were no emerging issues.**

FINAL ACTION:

None

**COMMENTS BY THE GENERAL PUBLIC:**

Comments from the general public were called for. There being no public comment, Chair O'Reilly closed the public comment section.

A motion was made by Member Franklin to go into closed session pursuant to NRS 450.140(3). Motion carried by unanimous vote.

There being no further business to come before the Board at this time, at the hour of 3:38 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

**SECTION 5: CLOSED SESSION**

**ITEM NO. 27 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities; and direct staff accordingly. (For possible action)**

The meeting was reconvened in closed session at 3:46 PM.

At the hour of 4:01 PM, the closed session on the above topic ended.

**FINAL ACTION:**

None

There being no further business to come before the Board at this time, at the hour of 4:01 PM., Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

**Petitioner:** Mason VanHouweling

**Recommendation:**

**That the Governing Board approve the September 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 27, 2022; and take action as deemed appropriate. (For possible action)**

**FISCAL IMPACT:**

None

**BACKGROUND:**

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly. This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the September 15, 2022 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the September 27, 2022 meeting.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**4**

**DATE:** September 28, 2022

**TO:** Governing Board

**FROM:** Credentials Committee

**SUBJECT:** September 15, 2022 Credentialing Activities

**I. NEW BUSINESS**

**A.** Revision to Medicine DOP

**II. CREDENTIALS**

**A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES**

1	Boakye-Wenzel	Heather		MD	09/15/2022-07/31/2024	Medicine/Pulmonary Medicine/Respiratory Care	UNLV	Category 1
2	Ciuffo	Giovanni		MD	09/15/2022-05/31/2024	Surgery/Cardiovascular/Thoracic Surgery	Nevada Heart and Vascular Center	Category 1
3	Chimelski	Erica	A	MD	09/15/2022-02/29/2024	Medicine/Pulmonary Medicine/Respiratory Care	Mike O'Callaghan Military Medical Center	Category 1
4	Eldris	Nader		MD	09/15/2022-06/30/2024	Medicine/Internal Medicine	Southwest Medical	Category 1
5	Fralish	Matthew		MD	09/15/2022-03/31/2024	Medicine/Internal Medicine	Mike O'Callaghan Military Medical Center	Category 1
6	Gardner	Dee		DO	09/15/2022-10/31/2023	Medicine/Internal Medicine	Mike O'Callaghan Military Medical Center	Category 1
7	Jaradat	Mohammad		MD	09/15/2022-07/31/2024	Medicine/Cardiology	Nevada Heart and Vascular Center	Category 1
8	Kim	Jee-hong		MD	09/15/2022-06/30/2024	Surgery/Otolaryngology	UNLV	Category 1
9	Kong	Ronald		MD	09/15/2022-04/30/2024	Medicine/Physical Medicine/Rehabilitation	Farzin Farhangnejad, MDPC	Category 1
10	Kung	Brian		MD	09/15/2022-09/30/2023	Surgery/Otolaryngology	Nevada Ear and Sinus Institute	Category 1
11	Manne	Vignan		MD	09/15/2022-07/31/2023	Medicine /Gastroenterology	UNLV	Category 1
12	Mehdi	Qasim		MD	09/15/2022-11/30/2023	Medicine/Internal Medicine	Pioneer Healthcare	Category 1
13	McKie	John	D	DO	09/15/2022-01/31/2024	Emergency Medicine/Adult Emergency Medicine	Cannon AFB 27 Special Operations	Category 1
14	Mirabbasi	Seyed	A	MD	09/15/2022-09/30/2023	Medicine/Neurology	Platinum Hospitalists	Category 1

15	Munro	Anastacia		MD	09/28/2022-09/30/2024	Anesthesiology	Optum	Category 2
16	Rajan	Meenakshi		MD	09/15/2022-06/30/2024	Surgery/Plastic Surgery	UNLV	Category 1
17	Sharma	Jill		MD	09/15/2022-07/31/2023	Medicine /Gastroenterology	UNLV	Category 1

**B. REAPPOINTMENTS TO STAFF**

1	Akhtar	Sabrina	M	MD	11/01/2022-10/31/2024	Anesthesiology & Trauma Anesthesia	Affiliate on Leave of Absence	Military
2	Bascharon	Randa	A	DO	11/01/2022-10/31/2024	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	Randa Bacsharon, DO, Inc.
3	Cesaretti	Luke		MD	11/01/2022-10/31/2024	Radiology	Affiliate Membership and Privileges	Desert Radiology
4	Champion	Amber		MD	11/01/2022-10/31/2024	Medicine/Endocrinology/Metabolic Diseases	Active Membership and Privileges	UNLV Health
5	Cheam	Hay		MD	11/01/2022-10/31/2024	Pediatrics	Active Membership and Privileges	Children's Nephrology Clinic
6	Christensen	Kerry		MD	11/01/2022-10/31/2024	Anesthesiology	Affiliate Membership and Privileges	Military
7	Colquitt	Randal	H	MD	11/01/2022-10/31/2024	Anesthesiology	Affiliate Membership and Privileges	Optumcare Anesthesia
8	Dawn	Buddhadeb		MD	11/01/2022-10/31/2024	Medicine/Cardiology	Affiliate Membership and Privileges	UNLV Medicine
9	Doyle	Nora		MD	11/01/2022-10/31/2024	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
10	Forage	James	S	MD	11/01/2022-10/31/2024	Neurosurgery/Trauma Neurosurgery	Active Membership and Privileges	The Spine & Brain Institute
11	Gardner	Michael		MD	11/01/2022-10/31/2024	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
12	Hales	Keir	F	MD	11/01/2022-10/31/2024	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiology
13	Hansen	Benjamin		MD	11/01/2022-10/31/2024	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Affiliate Membership and Privileges	Optumcare Orthopaedics
14	Ho	Yung-Chieh		MD	11/01/2022-10/31/2024	Anesthesiology	Affiliate Membership and Privileges	Optumcare Anesthesia
15	Jackson	David	N	MD	11/01/2022-10/31/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	High Risk Pregnancy Center
16	Jha	Prashant	R	MD	11/01/2022-10/31/2024	Pediatrics/Pediatric Critical Care	Active Membership and Privileges	Las Vegas Pediatric Critical Care Associates
17	Johnson	Elijah	M	MD	11/01/2022-10/31/2024	Surgery/General Surgery	Affiliate Membership and Privileges	Desert West Surgery



18	Khanna	Bindu		MD	11/01/2022-10/31/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
19	Kuykendall	David		MD	11/01/2022-10/31/2024	Family Medicine	Active Membership and Privileges	UNLV Health
20	Lim	Thomas	Q	MD	11/01/2022-10/31/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
21	Lobato	Carl		MD	11/01/2022-10/31/2024	Anesthesiology & Trauma Anesthesia	Active Membership and Privileges	Military
22	McAllister	Frank	J	DO	11/01/2022-10/31/2024	Ambulatory Care	Active Membership and Privileges	UMC-Rancho Quick Care
23	McAlpine	George	J	DDS	11/01/2022-10/31/2024	Surgery/Oral/Maxillofacial Surgery	Active Membership and Privileges	UNLV Dental
24	Miller	Harry	M	MD	11/01/2022-10/31/2024	Anesthesiology	Affiliate Membership and Privileges	Professional Anesthesia Consultants
25	Montalvo-Stanton	Evelyn		MD	11/01/2022-10/31/2024	Pediatrics	Affiliate Membership and Privileges	UNLV Pediatrics
26	Mrkaic	Ana		MD	11/01/2022-10/31/2023	Medicine/Endocrinology/Metabolic Diseases	Affiliate Membership and Privileges	UNLV Health
27	Newman	Lawrence		MD	11/01/2022-10/31/2024	Surgery/Urology	Affiliate Membership and Privileges	Las Vegas Urology
28	Parekh	Parag		DO	11/01/2022-10/31/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
29	Poopat	Chad		MD	11/01/2022-10/31/2024	Radiology	Active Membership and Privileges	Desert Radiology
30	Qureshi	Amir	Z	MD	11/01/2022-10/31/2024	Medicine/Infectious Disease	Affiliate Membership and Privileges	Amir Qureshi, MD
31	Raju	Sujatha		MD	11/01/2022-10/31/2024	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
32	Rehman	Sameer		MD	11/01/2022-10/31/2023	Radiology	Affiliate Membership and Privileges	Desert Radiology
33	Shah	Russell	J	MD	11/01/2022-10/31/2024	Medicine/Neurology	Affiliate Membership and Privileges	Radar Medical Group
34	Valencia	Rafael		MD	11/01/2022-10/31/2024	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart and Vascular
35	Villaflor	Christian	J	MD	11/01/2022-10/31/2024	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians Emergency Medicine
36	Wilkes	Paul	T	MD	11/01/2022-10/31/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	Desert Perinatal Associates

**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Dawn	Buddhadeb	MD	11/01/2022-10/31/2024	Medicine/Cardiology	UNLV Medicine	Withdraw All Privileges-Add Refer & Follow
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2	Mrkaic	Ana	MD	11/01/2022-10/31/2023	Medicine/Endocrinology/Metabolic Diseases	UNLV Health	New TPN
3	Shah	Russell	MD	11/01/2022-10/31/2024	Medicine/Neurology	Radar Medical Group	Withdraw All Privileges-Add Refer & Follow
4	Valencia	Rafael	MD	Medicine/Cardiology	Medicine/Cardiology	Nevada Heart & Vascular Center	New-TAVR

**D. EXTENSION OF INITIAL FPPE**

1	Cheek	Bradley	MD	Pathology	Extend Initial FPPE	Extend Initial FPPE for Emergency Vascular Repair until March 15, 2023- Unable to Provide Cases	
2	Freilich	Adam	DO	Anesthesiology	Extend Initial FPPE	Extend Initial FPPE for Emergency Vascular Repair until March 15, 2023- Unable to Provide Cases	

**E. COMPLETION OF INITIAL FPPE**

1	Caverly	Erin	M	DO		Surgery/General Surgery & Trauma Surgery	Completion of Initial FPPE	Trauma Privileges
2	Lewis	Jeffrey		MD		Surgery/General Surgery & Trauma Surgery	Completion of Initial FPPE	Trauma Privileges
3	Samlaska	Curt	P	MD		Medicine/Dermatology	Completion of Initial FPPE	Telemedicine

**F. CHANGE IN STAFF STATUS**

1	Campbell	Caroline		MD	Obstetrics and Gynecology	Release from Initial FPPE to Affiliate with Membership and Privileges-Completion of FPPE	
2	Dhawan	Vibhu		MD	Medicine/Nephrology	Release from Initial FPPE to Affiliate with Membership and Privileges-Completion of FPPE	
3	Hamilton	Jameaka		MD	Obstetrics and Gynecology	Release from Initial FPPE to Affiliate with Membership and Privileges-Completion of FPPE	
4	Harman	Debra		MD	Ambulatory Care	Release from Initial FPPE to Affiliate with Membership and Privileges-Completion of FPPE	
5	Raja	Asima		MD	Medicine/Nephrology	Release from Initial FPPE to Affiliate with Membership and Privileges-Completion of FPPE	
6	Roundy	Lee	E	DMD	Surgery/Oral Max	Release from Initial FPPE to Affiliate with Membership and Privileges-Completion of FPPE	

**G. LOW VOLUME PROVIDERS**

1	Acherman	Ruben	J	MD	Pediatrics
2	Bascharon	Randa	A	DO	Orthopaedic Surgery/Orthopaedic Surgery
3	Bassewitz	Hugh	L	MD	Orthopaedic Surgery/Orthopaedic Surgery
4	Bell	Nicholas		DO	Radiology
5	Bharucha	Prashant	H	MD	Medicine/Internal Medicine
6	Blanchard	Lucius		MD	Medicine/Dermatology
7	Bomsztyk	Elan	D	MD	Radiology
8	Brown	Steven	E	MD	Anesthesiology
9	Bubb	Chard		MD	Medicine/Endocrinology/Metabolic Diseases
10	Cesaretti	Luke		MD	Radiology
11	Christensen	Kerry		MD	Anesthesiology
12	Ciccolo	Michael	L	MD	Surgery/Cardiovascular Thoracic Surgery
13	Cottrell	Earl		MD	Surgery/General Surgery
14	Dawn	Buddhadeb		MD	Medicine/Cardiology
15	Dhawan	Vibhu		MD	Medicine/Nephrology
16	DiPrinzio	Dominic		DO	Emergency Medicine/Adult Emergency Medicine

17	Freilich	Adam		DO	Anesthesiology
18	Ghiloni	Nicholas		DO	Medicine/Cardiology
19	Goravanchi	Soheil		DO	Anesthesiology
20	Gunalp	Feza	N	MD	Anesthesiology
21	Gupta	Vikas		MD	Medicine/Hematology/Oncology
22	Hales	Keir	F	MD	Radiology
23	Hindle	David	C	MD	Emergency Medicine/Adult Emergency Medicine
24	Hsieh	Geoffrey	C	MD	Obstetrics and Gynecology
25	Huang	Wilson	H	MD	Obstetrics and Gynecology
26	Jackson	David	N	MD	Obstetrics and Gynecology
27	Kalla	Sunil		MD	Medicine/Cardiology
28	Khanna	Shahabuddin		MD	Medicine/Cardiology
29	Khavkin	Albert	M	DO	Anesthesiology
30	Kogut	Kelly	A	MD	Surgery/Pediatric Surgery
31	Leung	John	W	MD	Anesthesiology
32	Li	Jian		MD	Anesthesiology
33	Liang	Henry	H	DO	Anesthesiology
34	Magruder	Mary	J	MD	Radiology
35	Miller	Harry		MD	Anesthesiology
36	Mohammed	Ashraf		MD	Medicine/Nephrology
37	Narula	Dhiraj		MD	Medicine/Cardiology
38	Nick	Cameron	T	MD	Anesthesiology
39	Noman	Ahmad		MD	Medicine/Internal Medicine
40	Pape	Frang	G	DO	Emergency Medicine/Adult Emergency Medicine
41	Poopat	Chad		MD	Radiology
42	Qureshi	Amir		MD	Medicine/Infectious Disease
43	Raju	Sujatha		MD	Medicine/Nephrology
44	Ratnasabapathy	Ramalingam		MD	Medicine/Hematology/Oncology
45	Rouweyha	Rajy	M	MD	Surgery/Ophthalmology
46	Schein	Joel		MD	Radiology
47	Shah	Russell		MD	Medicine/Neurology
48	Singh	Sukhjinder	P	MD	Radiology
49	Sohail	Irfan		MD	Medicine/Nephrology
50	Stewart	Paul		MD	Medicine/Pulmonary Medicine/Respiratory Care
51	Vera	Ada		DPM	Orthopaedic Surgery/Podiatry
52	Vilai	Julpohng		MD	Pediatrics
53	Ward	Herman	V	MD	Anesthesiology
54	Wheeler	Adam	P	MD	Pediatrics
55	Zipf	David	R	MD	Medicine/Internal Medicine

**H. REQUEST FOR RESIGNATION**

1	Alexander	James		MD	Obstetrics and Gynecology	No Longer Employed by UNLV Medicine
2	Anderson	Jeremy	R	DO	Surgery/General Surgery	Relocating
3	Phelps	John		MD	Obstetrics and Gynecology	No Longer Employed by UNLV Medicine
4	Wolff-Koo	Huiling		MD	Medicine/Internal Medicine	Relocated

**I. REMOVAL FROM STAFF**

1	Ghiloni	Nicholas		DO	Medicine/Cardiology	Failure to Complete Reappointment
2	Howard	Shain		DO	Orthopaedic Surgery	Failure to Complete Initial FPPE
3	Sivaraman	Susil		MD	Medicine/Internal Medicine	Failure to Provide Current Malpractice Coverage

**J. RETURN FROM LOA**

1	Feikes	Quynh	N	MD	Surgery/Cardiovascular Thoracic Surgery	From LOA to Active-on September 9, 2022
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**K. ADVANCED PRACTICE PROFESSIONAL INITIAL**

1	Baker	Autumn		APRN	09/15/2022-07/31/2024	Surgery/Urology	APP Initial FPPE Membership and Privileges	Las Vegas Urology
2	De Jesus	Michael		APRN	09/15/2022-08/31/2024	Medicine /Pulmonary Medicine/Respiratory Care	APP Initial FPPE Membership and Privileges	Mike O'Callaghan Military Medical Center
3	Fessler	Laura		APRN	09/15/2022-05/31/2024	Ambulatory Care	APP Initial FPPE Membership and Privileges	UMC-Nellis Quick Care
5	Lising	Arkay	M	APRN	09/15/2022-10/31/2023	Medicine/Psychiatry	APP Initial FPPE Membership and Privileges	University Medical Center of So NV
6	Musante	Alisa		APRN	09/15/2022-08/31/2024	Medicine/Internal Medicine	APP Initial FPPE Membership and Privileges	Platinum Hospitalists
7	Nicolas	Michael		APRN	09/15/2022-07/31/2024	Medicine/Nephrology	APP Initial FPPE Membership and Privileges	Nevada Kidney Disease & Hypertension Centers
8	Navarro	Alejandro	S	APRN	09/15/2022-08/30/2024	Ambulatory Care	APP Initial FPPE Membership and Privileges	UMC-Centennial Quick Care
9	Preyer	Shayne		APRN	09/15/2022-03/31/2024	Ambulatory Care	APP Initial FPPE Membership and Privileges	UMC-Sunset Quick Care
10	Torio	Nerissa		APRN	09/15/2022-03/31/2024	Medicine/Internal Medicine	APP Initial FPPE Membership and Privileges	Platinum Hospitalists
11	Yung	Homer		APRN	09/15/2022-02/29/2024	Medicine/Internal Medicine	APP Initial FPPE Membership and Privileges	Platinum Hospitalists

**L. ADVANCED PRACTICE PROFESSIONALS REAPPOINTMENTS**

1	Afrim-Antwi	Edmund		PAC	11/01/2022-09/30/2023	Orthopaedic Surgery / Orthopaedic Surgery	APP Dependent Privileges	Desert Orthopaedic Center
2	Bou-Daher	Peter	A	PAC	11/01/2022-10/31/2024	Ambulatory Care & Internal Medicine	APP Dependent Privileges	UMC Online Care
3	Broussard	Cheryl	B	APRN	11/01/2022-10/31/2024	Surgery/CVT	APP Active Independent Membership and Privileges	University Medical Center of So NV
4	Glen	Kristin		PAC	11/01/2022-10/31/2024	Radiology	APP Dependent Privileges	Desert Radiology
5	Golding	Austin		PAC	11/01/2022-10/31/2023	Ambulatory Care	APP Dependent Privileges	UMC-Peccole Quick Care
6	Welch	Robert		PAC	11/01/2022-10/31/2024	Radiology	APP Dependent Privileges	Desert Radiology

**M. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF DEPARTMENT/PRIVILEGES**

1	Kirkwood	Suyoung	APRN	Surgery/General Surgery & Ambulatory Care	New Department/Privileges - Ambulatory Care
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**N. ADVANCED PRACTICE PROFESSIONAL COMPLETION OF FPPE FOR NEW DEPARTMENT/PRIVILEGES**

1	Giles	Casey	PAC	Emergency Medicine & Surgery/Plastic Surgery	Plastic surgery department/privileges
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**O. ADVANCED PRACTICE PROFESSIONAL EXTENSION OF INITIAL FPPE**

1	Montoya	Ronald	APRN	Ambulatory Care	Extend through 3/16/2023-unable to provide cases
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**P. ADVANCED PRACTICE PROFESSIONALS CHANGE IN STAFF STATUS**

1	Bernstein	Lai-Ling	PAC	Emergency Medicine	Release from APP Initial FPPE to APP Dependent Privileges
2	Bullock	Chad	APRN	Ambulatory Care	APP Initial FPPE to APP Independent Membership and Privileges-Completion of FPPE
3	Rhoden	Heather	PAC	Emergency Medicine	Release from APP Initial FPPE to APP Dependent Privileges
4	Shen	Leslie	PAC	Emergency Medicine	Release from APP Initial FPPE to APP Dependent Privileges
5	Ucab	Alvin	APRN	Ambulatory Care	APP Initial FPPE to APP Independent Membership and Privileges-Completion of FPPE
6	Wilson	Robert	APRN	Surgery/Plastic Surgery	Release from APP Initial FPPE to APP Independent Membership and Privileges

**Q. ADVANCED PRACTICE PROFESSIONALS CHANGE IN SPONSOR**

1	Clark	Brittany	L	PAC	Emergency Medicine/Adult	Remove Sean Williams, DO and Add Brian Ault, DO
2	Ostrom	Sarah		PAC	Emergency Medicine	Change in Sponsor-Tiffany Sigal, MD to Eugene Kang, MD

**R. ADVANCED PRACTICE PROFESSIONALS LOW VOLUME**

1	Bautch	Becky		APRN	Medicine/Pulmonary Medicine/Respiratory Care
2	Bryant	Nicholas		PAC	Radiology
3	Davis	Patrick		PAC	Neurosurgery
4	San Jose	Joselito	P	APRN	Ambulatory Care
5	Ucab	Alvin	L	APRN	Ambulatory Care

**S. ADVANCED PRACTICE PROFESSIONALS RESIGNATION**

1	Abney	Brianna		APRN	Medicine/Internal Medicine	No longer with Platinum Hospitalists
2	Chua	Johnny		APRN	Surgery/Cardiovascular/Thoracic Surgery	No longer with Cardiovascular Surgery Center of Southern Nevada
3	Day	Sarah		APRN	Surgery/Cardiovascular/Thoracic Surgery	No longer with Cardiovascular Surgery Center of Southern Nevada
4	Peckham	Samantha		APRN	Emergency Medicine	Focusing on Family Practice
5	Thompson	Phillisha		APRN	Medicine/Internal Medicine	No longer with Platinum Hospitalists

**T. ADJOURNMENT**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b>	<b>Amendment No. 11 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment No. 11 to the Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network for Managed Care Services; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000

Fund Center: 3000850000

Description: Managed Care Services

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

Term: Amendment 11 same

Amount: Amendment 11– revenue based on volume

Out Clause: 90 days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

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

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

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at September 21, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**5**

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

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

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

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

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

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

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

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

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



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

**Hospital**

**CHOICECARE**

Legal Entity: UNIVERSITY MEDICAL CENTER OF S

Signature:



Signature:

Printed Name: Rick Beavin

Printed Name:

Title: Regional President

Title:

Date: September 13, 2022

Date:

Tax ID: 886000436





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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Health Value Management, Inc.						
<b>(Include d.b.a., if applicable)</b> ChoiceCare Network						
<b>Street Address:</b>		PO Box 19013		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Green Bay, WI 54307		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>		800-626-2741		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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).

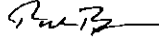
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Bruce Broussard	Chief Executive Officer	
Brian Kane	Senior VP and CFO	
Jay Khosla	Senior VP of Government Affairs	

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

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

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

 Signature VP, Medicare Regional President Title	Mr. Rick Beavin Print Name 7/14/2020 Date
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b>	<b>Award SOQ No. 2022-13 Professional Placement Services</b>	<b>Back-up:</b>
<b>Petitioner:</b>	<b>Mason Van Houweling, Chief Executive Officer</b>	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board award SOQ No. 2022-13 Professional Placement Services to multiple placement agencies, and authorize the Chief Executive Officer to sign the SOQ No. 2022-13 Placement Services Agreements, exercise any extension options and execute any applicable candidate referral forms; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

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

**BACKGROUND:**

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

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

Cleared for Agenda  
September 28, 2022

Agenda Item #

**6**

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

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

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

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

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

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their September 21, 2022 meeting and recommended for approval by the Governing Board.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and  
AHS Staffing \_\_\_\_\_ (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.



- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

AHS Staffing

3009 Astoria Ct, Edmond, OK

73034

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

AHS Staffing

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

By: C Hollins 08/15/2022

NAME: Craig Hollins

\_\_\_\_\_  
DATE

TITLE: Business Development Manager

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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



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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2022

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

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

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

**COVERAGES**

CERTIFICATE NUMBER: 1815211201

REVISION NUMBER:

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

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

### ADDITIONAL REMARKS

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

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

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

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

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

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

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

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

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

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

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

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

Coverage is subject to actual policy terms and conditions.



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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.

Craig Hollins  
Signature

Craig Hollins  
Print Name

Business Development Manager  
Title

08/15/2022  
Date

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### SECTION II: COMPENSATION AND TERMS OF PAYMENT

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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



TO COMPANY: Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

govservices@appleone.com

16371 Beach Blvd., Suite 240

Huntington Beach, CA 92647

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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


HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING                      DATE  
Chief Executive Officer

COMPANY:

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

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

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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



**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



HOWRGEN-01

ACCOUNTMANAGER1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2022

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

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

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

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2397255	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK2397255	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB809384	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC6892800A	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime (3rd Party)			PHPK2397255	4/1/2022	4/1/2023	Occurrence/Aggregate 3,000,000
A	E&O/Prof. Liability			PHPK2397255	4/1/2022	4/1/2023	Occurrence/Aggregate 3,000,000

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

Job ID:00950028-3000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

However:

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**CA 2048: Blanket Designated Insured with PNC**

This endorsement modifies insurance provided under the following:

BUSINEESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

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

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

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

-----  
Named Insured: The Act 1 Group, Inc.

Endorsement Effective Date: 4/1/2022  
-----

**SCHEDULE**

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

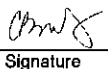
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ 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

Carlton G. Bryant  
Print Name

Executive Vice President  
Title

8/11/2022  
Date

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



**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Buffkin / Baker \_\_\_\_\_ (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
  - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

Buffkin / Baker

10 Cadillac Dr., #190

Brentwood, TN 37027

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement



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

**I. Gratuities**

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**J. Audits**

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

**K. Covenant**

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

**L. Confidential Treatment of Information**

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

**M. ADA Requirements**

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

**N. Non-Solicitation**

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA


By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

Buffkin / Baker

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

By:  \_\_\_\_\_  
Steve Marsh

8/15/2022

NAME: \_\_\_\_\_

\_\_\_\_\_  
DATE

TITLE: Partner  
\_\_\_\_\_

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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



## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2022

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

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

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

COVERAGES CERTIFICATE NUMBER: 2138008159 REVISION NUMBER:

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

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

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_  
Partner, Healthcare Practice  
Title \_\_\_\_\_

Steve Marsh  
Print Name  
8/15/2022  
Date

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and BuzzClan LLC (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.



- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

**BuzzClan, LLC**

**Attn: Sachin Jain**

**5757 Alpha Rd., Suite 340**

**Dallas, TX 75240**

**SECTION XII: MISCELLANEOUS**

**A. Amendments**

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

**B. Independent Contractor**

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

**C. Immigration Reform and Control Act**

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

**D. Public Funds / Non-Discrimination**

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

**E. Assignment**

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

**F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

**G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

**H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

BuzzClan LLC

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

By: Sachin Jain

08-15-2022

NAME: Sachin Jain

DATE

TITLE: Vice - President

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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



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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2022

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

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

<b>PRODUCER</b>  The Zone Insurance Group, Inc. 3901 Dendron Drive Flower Mound TX 75028	<b>CONTACT NAME:</b> Lisa D. Lleras
	<b>PHONE (A/C, No, Ext):</b> 469-293-5232 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> lisa@zoneinsurancegroup.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Sentinel Insurance Company, Limited
	<b>INSURER B:</b> Hartford Fire Insurance Company
	<b>INSURER C:</b> Texas Mutual Insurance Company
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is listed as an additional insured.

<b>CERTIFICATE HOLDER</b>  University Medical Center 1800 W. Charleston Blvd. Las Vegas NV 89102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Lisa D. Lleras
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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Archana Jain	President	51%
Sachin Jain	Vice President	49%

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

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

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

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

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

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

*Sachin Jain*

Signature

Vice President

Title

Sachin Jain

Print Name

08/15/2022

Date

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



**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Compu-Vision Consulting, Inc. (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

Compu-Vision Consulting, Inc.

2050 Route 27 Suite 202,

North Brunswick, NJ 08902

ATTN: Michael Bavaro

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement



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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

Compu-Vision Consulting, Inc.  
\_\_\_\_\_  
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Michael Bavaro August 15, 2022

NAME: Michael Bavaro  
TITLE: Director - Business Development

\_\_\_\_\_  
DATE

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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



## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



COMPCON-07

GCOLOMBO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

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

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

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

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

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eileen Malvey



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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

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

<b>PRODUCER</b> Technology Insurance Associates InsureYourCompany.com Gordons Corner Road 1H Manalapan NJ 07726	<b>CONTACT NAME:</b> Benjamin Levenson <b>PHONE (A/C, No, Ext):</b> (888) 242-4675 <b>E-MAIL ADDRESS:</b> Ben@insureyourcompany.com <b>FAX (A/C, No):</b> (732) 862-1177 <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19682
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**INSURED**  
Compu-Vision Consulting Inc  
2050 Route 27, Suite 202  
North Brunswick Township NJ 08902

**COVERAGES****CERTIFICATE NUMBER:** 160778**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab/E&O	x	x	13TE0356057	03/23/2022	03/23/2023	\$5,000,000 Limits / \$5,000,000 Aggregate
A	Cyber Liability	x	x	13TE0356057	03/23/2022	03/23/2023	\$5,000,000 Limits / \$5,000,000 Aggregate

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

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

**CERTIFICATE HOLDER****CANCELLATION**University Medical Center  
1800 W. Charleston Blvd.  
Las Vegas NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Benjamin Levenson*

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

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

Michael Bavaro  
 Signature  
 Director - Business Development  
 Title

Michael Bavaro  
 Print Name  
August 15, 2022  
 Date

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Dynamic Computing Services Corporation (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to



the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

Dynamic Computing Services

Attn: Legal

23849 225th Way SE, Suite 100

Maple Valley, WA 98038

**SECTION XII: MISCELLANEOUS**

**A. Amendments**

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

**B. Independent Contractor**

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

**C. Immigration Reform and Control Act**

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

**D. Public Funds / Non-Discrimination**

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

**E. Assignment**

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

**F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

**G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

**H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING                      DATE  
Chief Executive Officer

COMPANY:

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

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



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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



DYNACOM-03

TMCKEE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

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

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

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

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tammy R. McKee



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sheri Sherrell	Owner/President	51%
Gary Sherrell	Secretary/Treasurer	49%

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

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

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

<p><u>Jadi Lambro</u> Signature</p> <p><u>VP, Business Development</u> Title</p>	<p><u>Jadi Lambro</u> Print Name</p> <p><u>7/29/22</u> Date</p>
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**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Vidhwan Inc. DBA E-Solutions (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

**SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Attachment A of this Agreement, attached hereto.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

Vidhwan Inc. DBA E-Solutions

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

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required If:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

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

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

\_\_\_\_\_  
DATE

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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



**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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

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

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

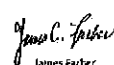
**COVERAGES****CERTIFICATE NUMBER:** CL2231528483**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			91ML002169-211	10/09/2021	10/09/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
A	<b>AUTOMOBILE LIABILITY</b>			91ML002169-211	10/09/2021	10/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			91CUN05867-211	10/09/2021	10/09/2022	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED	RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			35WBCGA7563	04/11/2022	04/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			91ML002169-211	10/09/2021	10/09/2022	Occ \$2,000,000	Agg \$2,000,000
	Employment Practices Liability						Occ \$1,000,000	Agg \$2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

University Medical Center 1800 W. Charleston Blvd.  Las Vegas NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   James Farber
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Executive Strategies Inc		NAMED INSURED Vidhwan Inc, DBA: e-solutions, Inc.	
POLICY NUMBER			
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

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

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

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

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

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

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

Randy Singh  
Signature

Randy Singh  
Print Name

VP-Operations  
Title

08/05/2022  
Date

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

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

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

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

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

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

---

**For UMC Use Only:**

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

- ☐ Yes ☒ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☒ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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



## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Global Force USA \_\_\_\_\_ (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### SECTION II: COMPENSATION AND TERMS OF PAYMENT

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A, Section II.F**, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

Global Force USA

Attn: Naz Warden

8323 Southwest Freeway Suite 730

Houston, TX 77074

**SECTION XII: MISCELLANEOUS**

**A. Amendments**

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

**B. Independent Contractor**

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

**C. Immigration Reform and Control Act**

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

**D. Public Funds / Non-Discrimination**

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

**E. Assignment**

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

**F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

**G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

**H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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



O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

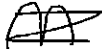
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

DATE

COMPANY:

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

By:  \_\_\_\_\_  
NAME: Naz Warden  
TITLE: Business Partner

8/10/2022

DATE 08/10/2022

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating



4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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

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

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

**COVERAGES****CERTIFICATE NUMBER:** CL229231027**REVISION NUMBER:**


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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

University Medical Center 1800 W Charleston Blvd Las Vegas NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  James Farber
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

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

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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


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

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

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

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

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

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

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and My Next Career Path Staffing, LLC (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### SECTION II: COMPENSATION AND TERMS OF PAYMENT

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.



- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

My Next Career Path Staffing, LLC

Attn: René Boyce, President and CEO

6871 S Eastern Ave, Suite 103

Las Vegas, NV 89119

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

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

By:  \_\_\_\_\_  
August 15, 2022

NAME: Renee Boyce

\_\_\_\_\_  
DATE

TITLE: President and CEO

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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



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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

University Medical Center 1800 W Charleston Blvd Las Vegas, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cyndi Woodall</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

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

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

However:

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

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

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

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

whichever is less.

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



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

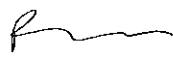
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

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

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Pamelas List, LLC (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A, Section II.F**, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

TO HOSPITAL:

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



TO COMPANY:

Pamelas List, LLC

Attention: Pamela Paulson, CEO

6816 Sheffield Drive

Las Vegas, NV 89108

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

Pamela List, LLC

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

By: Pamela Paulson

8/15/2022

NAME: Pamela Paulson

\_\_\_\_\_  
DATE

TITLE: CEO

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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



**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

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

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

PRODUCER <b>Advance Insurance &amp; Benefits NV, Inc</b> <b>6030 Smoke Ranch Rd, 2nd Floor</b> <b>Las Vegas, NV 89108</b> <b>License #: 3974</b>	CONTACT NAME: <b>Jeanne Radde</b>	
	PHONE (A/C, No, Ext): <b>(702)534-1070</b>	FAX (A/C, No): <b>(702)534-1070</b>
	E-MAIL ADDRESS: <b>jeanne@advancenv.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>PAMELAS LIST LLC</b> <b>3157 N RAINBOW BLVD #196</b> <b>Las Vegas, NV 89108</b>	INSURER A: <b>Underwriters at Lloyd's of London</b>	
	INSURER B: <b>CERTAIN UW AT LLOYD'S</b>	
	INSURER C: <b>UW of Lloyd's of London/Landmark American Ins</b>	
	INSURER D: <b>Great American Ins Co</b>	
	INSURER E: <b>Hiscox</b>	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 00071737-814732

REVISION NUMBER: 130

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

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

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

Providing Medical Staff

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JMR)

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

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

Pamela Paulson  
Signature

Pamela Paulson  
Print Name

CEO  
Title

8/14/2022  
Date

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and ProLink Healthcare, LLC (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to



the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

ProLink Healthcare, LLC

Attn: Legal

4600 Montgomery Rd Suite 300

Cincinnati, OH 45212

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:


UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

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

By:  \_\_\_\_\_  
8/15/2022

NAME: Mark Arnett

\_\_\_\_\_  
DATE

TITLE: Chief Financial Officer



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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



PROLSTA-01

RRAY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2022

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

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

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

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Umbrella Policy is excess over Professional/Medical Liability, Professional Staffing Liability (E&O), General Liability, Employee Benefits Liability, Auto Liability and Stop Gap.  
Owners are excluded from Workers Compensation.

## CERTIFICATE HOLDER

## CANCELLATION

University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael P. Muirich CPCU, CIC



# DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name

Title

% Owned  
(Not required for Publicly Traded Corporations/Non-profit organizations)

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

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

☐ Yes ☒ No

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

☐ Yes

☒ No

(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

☐ Yes

☒ No

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

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

Signature

Mark Arnett

Print Name

Chief Financial Officer

Title

Date

8-11-2022

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

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

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

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and R.L. Klein & Associates (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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

Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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



TO COMPANY:

R.L. Klein & Associates

46 E Peninsula #298

RHE, CA 90274

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA


By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

R.L. Klein & Associates

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

By:   
NAME: Robert L. Klein  
TITLE: CEO

August 15, 2022

\_\_\_\_\_  
DATE

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

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

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

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

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



**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

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

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

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



RLKLEIN-01

TCROME

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2022

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

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

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

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2345904	11/15/2021 11/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSIVE ACTS \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2345904	11/15/2021 11/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK2345904	11/15/2021 11/15/2022	\$1M/\$3M DED. \$5,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

However:

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

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

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

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
TEMPORARY STAFFING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6
Other Insurance – Primary Clarification	Clarification	6

Staffing Services Exclusions	Clarification	7
Staffing Services Definitions	Clarification	8

#### A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or

- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.;** and

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.;** and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.**

#### B. Expected or Intended Injury – Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph a. Expected Or Intended Injury** is deleted in its entirety and replaced by the following:

##### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### C. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph b. Contractual Liability** is amended by adding the following:

Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

**D. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2)** is amended to read as follows:

(2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**E. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**F. Medical Payments**

- 1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

- 2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a., Item (b)** is amended to read:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

**G. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities** is deleted in its entirety and replaced with the following:



**e. Athletics Activities**

To a person injured while taking part in athletics.

**H. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**I. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**J. Who is An Insured**

**SECTION II – WHO IS AN INSURED** is amended as follows:

**1. Newly Acquired or Formed Organization**

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
  - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **Interns** – Your interns only while performing duties related to the conduct of your business.
- d. **Contractors** – Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

**K. Duties in the Event of Occurrence, Offense, Claim or Suit**

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.

**L. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** includes the following clarification:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**M. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following additional condition:

**Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following additional condition:

**Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period

of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is amended to read:

“Bodily injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**P. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**Q. Section IV – Commercial General Liability Conditions** is amended by the addition of the following:

The following language is added to Item 4. **Other Insurance**:

Insurance under this endorsement is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

**R. Staffing Services Exclusions**

The following exclusions are added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

**Actions Or Activities Of PEO Worker**

"Bodily injury" or "property damage" arising from the actions or activities of any "PEO worker".

**Professional Services Exclusion**

"Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

**Wrongful Acts**

"Bodily injury" or "property damage" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is amended as follows:

1. Exclusion **k.** does not apply.
2. Exclusions **a., b., e., f., g., h., i., l., and p.** do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall begin once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown in the Declarations of the policy has been satisfied.
3. The following exclusions are added to Paragraph **2. Exclusions**:

**Actions Or Activities Of PEO Worker**

"Personal and advertising injury" arising from the actions or activities of any "PEO worker".

**Professional Services Exclusion**

"Personal and advertising injury" due to the rendering of or failure to render any professional service.

**Wrongful Acts**

"Personal and advertising injury" arising from a wrongful act in the rendering or failure to render services to or for your client.

For the purposes of this exclusion, wrongful act shall mean any actual or alleged act, error, or omission, misstatement, or misleading statement in the course of providing "staffing services" to your clients by you or by any person for whose acts you are legally responsible.

#### **S. Staffing Services Definitions**

##### **1. SECTION V – DEFINITIONS, Paragraph 5. is revised to read:**

"Employee" includes but is not limited to a "leased worker" and a "staffing service employee".  
"Employee" does not include a "temporary worker" or a "PEO worker".

##### **2. The following definitions are added to SECTION V – DEFINITIONS:**

- a. "PEO service" means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to "PEO workers" in connection with employment of such workers.
- b. "PEO worker" means a person you lease to your client under a written "PEO service" agreement or contract.
- c. "Staffing Services" means services provided by a staffing company to their clients including but not limited to:
  - (1) Fulfillment of any of the administrative functions which would otherwise be normally fulfilled by an employer's human resource function;
  - (2) Staffing related administrative services provided by an Administrative Services Organization (ASO);
  - (3) "PEO service";
  - (4) Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
  - (5) Temporary, contingent or contract placement services;
  - (6) Vendor Management Service (VMS), means the facilitation, purchase and management of "staffing services" for clients including the placement and fulfillment of orders for "staffing service employees";
  - (7) Services performed on behalf of your client by a "staffing service employee" who is not a direct hire or permanent placement;
  - (8) Services performed for a client company to supply that client company with a "staffing service employee".
- d. "Staffing service employee" means a person who is furnished by you to your client to perform the duties to which you have agreed.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input checked="" type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input checked="" type="checkbox"/> VET Veteran Owned Business	<input checked="" type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		R.L. Klein & Associates				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		46 E Peninsula Center #298		<b>Website:</b> RLKLEIN.COM		
<b>City, State and Zip Code:</b>		RHE, CA 90274		<b>POC Name:</b> Robert L. Klein <b>Email:</b> bob@rlklein.com		
<b>Telephone No:</b>		562-427-5577		<b>Fax No:</b> 562-427-1807		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Robert L. Klein	CEO	100%

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

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

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

 Signature CEO	Robert L. Klein Print Name August 15, 2022 Date
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List any disclosures below:  
(Mark N/A, if not applicable.)

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

AGREEMENT FOR PLACEMENT SERVICES  
SOQ NO. 2022-13

RADIUS STAFFING SOLUTIONS, LLC

NAME OF COMPANY

Anthony Romano - Dir. of Recruitment

DESIGNATED CONTACT, NAME AND TITLE  
(Please type or print)

5600 DAVIE Rd. DAVIE, FL 33314

ADDRESS OF COMPANY  
INCLUDING CITY, STATE AND ZIP CODE

(954) 366-2175

(AREA CODE) AND TELEPHONE NUMBER

(954) 314-8873

(AREA CODE) AND FAX NUMBER

Anthony@RadiusStaffingSolutions.com

E-MAIL ADDRESS

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Radius Staffing Solutions, LLC (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

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



Agreement.

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

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

##### **B. Termination**

###### **1. Termination for Cause**

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

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

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

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

TO COMPANY:

Radius Staffing Solutions

5600 Davie Rd.

Davie, FL 33314

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

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

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

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

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

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

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Solicitation

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

O. Non-Exclusivity

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

P. Public Records

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

Q. Publicity

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

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]



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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

DATE

COMPANY:

RADIUS STAFFING SOLUTIONS, LLC  
LEGAL BUSINESS NAME and if applicable its D/B/A

By: 

8/11/22

NAME: Anthony Romano

DATE

TITLE: Dir. of Recruitment

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

**I. SERVICES**

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

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

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

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

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

### III. PROFESSIONAL POSITIONS

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

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY P/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:

Position	License and/or Certifications Required
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
  
University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (888) 202-3007 <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Radius Staffing Solutions 5600 Davie Rd Davie, FL 33314	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 10200

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.115.554.5	02/23/2022	02/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**University Medical Center  
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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <span style="font-size: 1.5em;">0</span>						
<b>Corporate/Business Entity Name:</b>		Radius STAFFING SOLUTIONS, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		5600 DAVIE Rd.		<b>Website:</b> www.radiusstaffingsolutions.com		
<b>City, State and Zip Code:</b>		DAVIE, FL 33314		<b>POC Name:</b>		
<b>Telephone No:</b>		954-366-2175		<b>Email:</b> Anthony@RadiusStaffingSolutions.com		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Fax No:</b> 954-314-5873		
<b>City, State and Zip Code:</b>				<b>Website:</b>		
<b>Local Telephone No:</b>				<b>Local Fax No:</b>		
				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

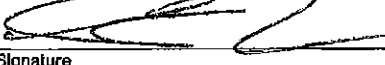
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Anthony Ramo Print Name
Dir. of Recruitment Title	8/22/22 Date

List any disclosures below:  
(Mark N/A, if not applicable.)

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES  
SOQ NO. 2022-13**

Rose International, Inc.
NAME OF COMPANY
Teri Elder, Director State and Local Government
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
16305 Swingley Ridge Rd. Suite 350, Chesterfield, MO 63017
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(636) 812-4000 ext. 7016
(AREA CODE) AND TELEPHONE NUMBER
(888) 711-1050
(AREA CODE) AND FAX NUMBER
<u>Telder@roseint.com</u>
E-MAIL ADDRESS

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Rose International, Inc. (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
  1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A, Section I.D** that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in Attachment A of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

##### **B. Termination**

###### **1. Termination for Cause**

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:



- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada
	Attn: Legal
	1800 W. Charleston Blvd.
	Las Vegas, NV 89102

TO COMPANY:

Rose International, Inc.

4580 W. Post Road

Las Vegas, NV 89118

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **B. Independent Contractor**

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

### **C. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

### **D. Public Funds / Non-Discrimination**

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

### **E. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING                      DATE  
Chief Executive Officer

COMPANY:

Rose International, Inc.  
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Teri Elder                      8/15/2022  
NAME: Teri Elder                      DATE  
TITLE: Director, State and Local Government

**ATTACHMENT A  
PROFESSIONAL PLACEMENT SERVICES  
SCOPE OF WORK**

**I. SERVICES**

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

### III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST



PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

<b>Position</b>	<b>License and/or Certifications Required</b>
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



ROSIN-1

OP ID: BL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Digital Insurance LLC formerly Huntleigh McGehee 8235 Forsyth Boulevard, #1200 Clayton, MO 63105	314-746-4700	<b>CONTACT NAME:</b> Becky Stallons	
		<b>PHONE (A/C, No, Ext):</b> 314-746-4700	<b>FAX (A/C, No):</b> 314-889-3700
		<b>E-MAIL ADDRESS:</b> becky.stallons@onedigital.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Travelers Indemnity Co. of Amer	25666
		<b>INSURER B:</b> Travelers Prop Cas Co of Am	25674
		<b>INSURER C:</b> Travelers Excess&Surplus Lines	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Rose International, Inc.  
16305 Swingley Ridge, Ste. 350  
Chesterfield, MO 63017

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6301L530413	08/15/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4S454318	08/15/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP4S549830	08/15/2021	10/01/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4S45635A	08/15/2022	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Cyber/Tech Liability</b>			ZPL 61N43282-22 *SEE XS NOTED ON ADDLT PG	08/15/2021	10/01/2022	Occ/Agg \$ 5,000,000 SIR 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Placement Services

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
UNINV-1  University Medical Center of Southern Nevada c/o Legal Department 1800 W Charleston Blvd. Las Vegas, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**NOTEPAD**

Rose International, Inc.

ROSIN-1  
OP ID: BL

PAGE 2

INSURED'S NAME

Date 09/09/2022

**CYBERFIRST COVERAGE**

Policy ZPL61N43282

Aggregate Limit:

\$5,000,000

**CYBERFIRST COVERAGE THIRD PARTY LIABILITY INSURING AGREEMENTS**Professional & Technology Errors and Omissions Liability Each Wrongful Act  
(Retro Date - 01/20/2002):

\$5,000,000 / \$100,000 Retention

Network and Information Security Liability each Wrongful Act:

\$5,000,000 / \$100,000 Retention (included)

Communications and Media Liability Each Wrongful Act:

\$5,000,000 / \$100,000 Retention(included)

**CYBERFIRST COVERAGE FIRST PARTY INSURING AGREEMENTS**

Security Breach Notification and Remediation Expenses:

\$5,000,000 / \$100,000 Retention

Crisis Management Service Expenses:

\$5,000,000 / \$100,000 Retention

Business Interruption and Additional Expenses:

\$5,000,000 / 8 Hour Waiting Period

Extortion Expenses:

\$5,000,000 / \$100,000 Retention

Computer Program and Electronic Data Restoration Expenses:

\$5,000,000 / \$10,000 Retention

Telecommunications Theft:

\$100,000 / \$5,000 Retention

Network Security &amp; Privacy:

\$5,000,000 Aggregate Limit / \$100,000 Retention

Professional &amp; Technology Liability

\$5,000,000 Aggregate Limit / \$100,000 Retention

**Media Liability**

\$5,000,000 Aggregate Limit / \$100,000 Retention

Errors &amp; Omissions

\$5,000,000 Aggregate Limit / \$100,000 Retention

**Excess Cyber/Tech**

Allied World Surplus Lines Insurance Company

8/15/2021-10/1/2022

03130196

\$5,000,000

**EMPLOYMENT PRACTICES LIABILITY**

Policy BRP000000186660G

8/15/2021-10/1/2022

Underwriters at Lloyds, London

Aggregate Limit:

3,000,000

Per Claim Limit:

\$3,000,000

Client Coverage Limit:

\$1,000,000

Retention Per Claim:

\$150,000

Third Party Retention

\$150,000

Prior &amp; Pending Dates:

8/15/2008

**NOTEPAD**INSURED'S NAME  
Rose International, Inc.ROSIN-1  
OP ID: BLPAGE 3  
Date 09/09/2022

Crime  
Policy #82224789-Federal Insurance Company  
8/15/2021-10/1/2022  
Limit: \$5,000,000  
SIR: \$50,000

Crime Coverage Including Third Party  
Employee Theft Coverage:  
\$5,000,000 Limit / \$50,000 Retention  
Premises Coverage:  
\$5,000,000 Limit / \$5,000 Retention  
In Transit Coverage:  
\$5,000,000 Limit / \$50,000 Retention  
Forgery Coverage:  
\$5,000,000 Limit / \$50,000 Retention  
Computer Fraud Coverage:  
\$5,000,000 Limit / \$50,000 Retention  
Funds Transfer Fraud Coverage:  
\$5,000,000 Limit / \$50,000 Retention

Crime Continued:  
Money Orders & Counterfeit Currency Fraud Coverage:  
\$5,000,000 Limit / \$10,000 Retention  
Client Coverage:  
\$5,000,000 Limit / \$50,000 Retention  
Expense Coverage:  
\$250,000 Limit / \$0 Retention  
Social Engineering Fraud Coverage Endorsement:  
\$100,000 Limit / \$50,000 Retention

Medical Professional Primary  
Landmark American Insurance Company  
LHM790861  
8/15/2021 - 10/1/2022  
Each Claim: \$3,000,000; Aggregate: \$3,000,000

Excess Medical Professional  
Endurance American Specialty Insurance Company  
HLC10015230600  
8/15/2021-10/1/2022  
\$2,000,000 Each Loss; \$2,000,000 Aggregate

Legal Professional Liability  
Allianz Underwriters Insurance Company  
U5F00059021  
8/15/2021-10/1/2022  
Each Claim: \$3,000,000  
Aggregate Limit: \$3,000,000



**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 35</b>						
<b>Corporate/Business Entity Name:</b> Rose International, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		16305 Swingley Ridge Rd. Suite 350		<b>Website:</b> <a href="http://www.roseint.com">www.roseint.com</a>		
<b>City, State and Zip Code:</b>		Chesterfield, MO 63017		<b>POC Name:</b> Marcos Olayo, CEA <b>Email:</b> <a href="mailto:sales@roseint.com">sales@roseint.com</a>		
<b>Telephone No:</b>		(636) 812-4000, ext. 5215		<b>Fax No:</b> 888-711-1050		
<b>Nevada Local Street Address: (If different from above)</b>		4580 West Post Road		<b>Website:</b> <a href="http://www.roseint.com">www.roseint.com</a>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89118		<b>Local Fax No:</b> 888-711-1050		
<b>Local Telephone No:</b>		(636) 812-4000, ext. 5215		<b>Local POC Name:</b> Marcos Olayo, CEA <b>Email:</b> <a href="mailto:sales@roseint.com">sales@roseint.com</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)
Himanshu Bhatia	Founder/Chairwomen	86%
Eric Token	Chief Revenue Officer	5.5%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Larry Crane  
Signature

Larry Crane  
Print Name

Chief Financial Officer  
Title

August 15, 2022  
Date

List any disclosures below: (Mark N/A, if not applicable.)





NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Himanshu Bhatia (Founder/Chairwomen)	N/A	N/A	N/A
Gulab Bhatia (President)	N/A	N/A	N/A
Eric Token (Chief Revenue Officer)	N/A	N/A	N/A

\* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For UMC Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name  
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES  
SOQ NO. 2022-13**

ShoreWise Consulting LLC
NAME OF COMPANY
Greg Bhatia, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
745 Barclay Cir, Unit 310,Rochester, MI 48307
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(248 ) 308 5074
(AREA CODE) AND TELEPHONE NUMBER
( )
(AREA CODE) AND FAX NUMBER
presales@shorewise.com
E-MAIL ADDRESS

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and ShoreWise Consulting LLC (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
  1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to Attachment A, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

##### **B. Termination**

###### **1. Termination for Cause**

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada
	Attn: Legal
	1800 W. Charleston Blvd.
	Las Vegas, NV 89102



TO COMPANY:

ShoreWise Consulting LLC

745 Barclay Cir, Unit 310, Rochester, MI 48307

\_\_\_\_\_

\_\_\_\_\_

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **B. Independent Contractor**

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

### **C. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

### **D. Public Funds / Non-Discrimination**

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

### **E. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

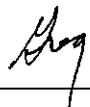
By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

ShoreWise Consulting LLC

LEGAL BUSINESS NAME and if applicable its D/B/A

By:  \_\_\_\_\_  
NAME: Greg Bhatia  
TITLE: President

8-15-2022

\_\_\_\_\_  
DATE

**ATTACHMENT A  
PROFESSIONAL PLACEMENT SERVICES  
SCOPE OF WORK**

**I. SERVICES**

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

### III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY PI/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.



**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

<b>Position</b>	<b>License and/or Certifications Required</b>
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bunker Protect Inc ("Bunker") 202 State Street Suite 300  Madison WI 53703		<b>CONTACT NAME:</b> Bunker Support <b>PHONE (A/C No. Ext.):</b> 877-968-9108 <b>E-MAIL ADDRESS:</b> support@buildbunker.com <b>FAX (A/C No.):</b>
<b>INSURED</b>  SHOREWISE CONSULTING LLC 745 BARCLAY CIR ROCHESTER HILLS MI 48307-5810		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Insurance Company <b>INSURER B:</b> HARTFORD INSURANCE <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	83 SBM AM6BFH	08/18/2022	08/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83 SBM AM6BFH	08/18/2022	08/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	83 SBM AM6BFH	08/18/2022	08/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	83WBCAM9Z9U	08/18/2022	08/18/2023	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability/Cyber	Y		83 SBM AM6BFH	08/18/2022	08/18/2023	Each claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hartford Crime Sheld-8/18/2022-8/18/2023 3rd Party Crime: \$5,000,000

University Medical Center of Southern Nevada is listed as an additional insured

**CERTIFICATE HOLDER****CANCELLATION**

University Medical Center of Southern Nevada c/o Legal Department 1800 W. Charleston Blvd. Las Vegas NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Stephanie Slaby</i>
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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b>		ShoreWise Consulting LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		745 Barclay Cir, Unit 310		<b>Website:</b> www.shorewiseconsulting.com		
<b>City, State and Zip Code:</b>		Rochester, MI 48307		<b>POC Name:</b> Elvis Christopher		
				<b>Email:</b> echristopher@shorewise.com		
<b>Telephone No:</b>		+1 248 308 5074		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Greg Bhatia Print Name
President Title	8-15-2022 Date

List any disclosures below:  
(Mark N/A, if not applicable.)

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES  
SOQ NO. 2022-13**

Sigma Systems, Inc.
NAME OF COMPANY
Nate Fischer, Director of Business Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
293 Boston Post Rd W, Suite 301, Marlborough, MA 01752
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
( 508 ) 925-3200
(AREA CODE) AND TELEPHONE NUMBER
( 508 ) 449-9339
(AREA CODE) AND FAX NUMBER
nfischer@sigmainc.com
E-MAIL ADDRESS

## **AGREEMENT FOR PLACEMENT SERVICES**

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Sigma Systems, inc. \_\_\_\_\_ (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### **WITNESSETH:**

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
  1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to



the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

##### **B. Termination**

###### **1. Termination for Cause**

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada
	Attn: Legal
	1800 W. Charleston Blvd.
	Las Vegas, NV 89102

TO COMPANY:

Sigma Systems, Inc.

Attn: Legal

293 Boston Post Rd. W, Suite 301

Marlborough, MA 01752

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **B. Independent Contractor**

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

### **C. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

### **D. Public Funds / Non-Discrimination**

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

### **E. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA


By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

Sigma Systems, Inc.

LEGAL BUSINESS NAME and if applicable its D/B/A

By:  \_\_\_\_\_ 08/15/2022

NAME: Nate Fischer \_\_\_\_\_ DATE

TITLE: Director of Business Operations



**ATTACHMENT A  
PROFESSIONAL PLACEMENT SERVICES  
SCOPE OF WORK**

**I. SERVICES**

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

### III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY P/EDUCATOR
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.

**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

<b>Position</b>	<b>License and/or Certifications Required</b>
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating.

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> D. Francis Murphy Insurance Agency, Inc. 50 Main Street Hudson MA 01749	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b> 978-568-8711	<b>FAX (A/C, No):</b> 978-567-6436
<b>INSURED</b> Sigma Inc dba Sigma Systems Inc. 293 Boston Post Rd W Ste 301 Marlborough MA 01752	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Valley Forge Insurance Co.	
	<b>INSURER B:</b> Continental Insurance Co.	
	<b>INSURER C:</b> Continental Casualty Co.	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

License#: 471  
SIGMINC-01

NAIC #

20508

## COVERAGES

CERTIFICATE NUMBER: 1544043872

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6017038141	3/22/2022	3/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6017038155	3/22/2022	3/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6017038124	3/22/2022	3/22/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017038799	3/22/2022	3/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Tech E&O Liability Fidelity Third Party			6017038141 596557361	3/22/2022 3/22/2022	3/22/2023 3/22/2023	Limit Per Loss 5,000,000 5,000,000

## CERTIFICATE HOLDER

## CANCELLATION

University Medical Center  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Sigma Systems, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		293 Boston Post Rd W Suite 301		<b>Website:</b> https://www.sigmainc.com		
<b>City, State and Zip Code:</b>		Marlborough, MA 01752		<b>POC Name:</b> Nate Fischer		
				<b>Email:</b> nfischer@sigmainc.com		
<b>Telephone No:</b>		508-925-3233		<b>Fax No:</b> 508-449-9339		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Shama Nannapaneni	President	51%
Mohan Nannapaneni	Executive Vice President	49%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

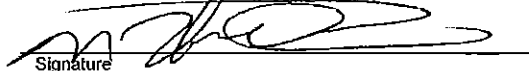
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
Signature

Nate Fischer  
Print Name

Director of Business Operations  
Title

8/15/2022  
Date

List any disclosures below:  
(Mark N/A, if not applicable.)

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR PLACEMENT SERVICES  
SOQ NO. 2022-13**

TactiQor Consulting
NAME OF COMPANY
Samad Ahmed Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
10409 Pacific Palisades Ave Las Vegas, NV 89144
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
( 725 ) 222-8978
(AREA CODE) AND TELEPHONE NUMBER
( 800 ) 948-0601
(AREA CODE) AND FAX NUMBER
samad@tactiqorconsulting.com
E-MAIL ADDRESS

## AGREEMENT FOR PLACEMENT SERVICES

This Agreement for Placement Services (the "Agreement") is made and entered into this 28<sup>th</sup> day of September, 2022 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and TactiQor Consulting (hereinafter referred to as "COMPANY"), for staffing placement services (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from September 28, 2022 through September 27, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide non-exclusive services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

- A. When an eligible candidate is referred to HOSPITAL by COMPANY in accordance with the terms of this Agreement, and HOSPITAL hires that candidate (i.e., the individual becomes a HOSPITAL employee) within one (1) year following the date of the initial referral, then HOSPITAL will pay COMPANY either twenty-five percent (25%) of the candidate's salary if the base salary is \$100,000.00 and under per year; or thirty percent (30%) of the candidate's salary if the base salary is over \$100,000.00 per year as a referral fee (the "Referral Fee"). The total amount to be paid by HOSPITAL to COMPANY under this Agreement shall not exceed \$1,000,000 per year or \$5,000,000.00 for the Term.
- B. In the event that a candidate hired by HOSPITAL pursuant to this Agreement resigns or is terminated within ninety (90) days following commencement of employment, then HOSPITAL shall select by written notification either a refund of the Referral Fee paid for such candidate or a free-of-charge candidate replacement on the following basis:
  1. If the date of resignation or termination ("End Date") is between one (1) and ninety (90) days following the candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then COMPANY shall refund to HOSPITAL the Referral Fee on a prorated basis, with COMPANY retaining the percentage of the Referral Fee equal to the percentage of the time worked by the candidate during the ninety (90) day guarantee period.
- C. HOSPITAL is authorized to offset any amount due from COMPANY pursuant to this Section against any amounts otherwise payable by HOSPITAL to COMPANY. Any requested refund shall be paid within thirty (30) days of written notification.
- D. For greater certainty, where HOSPITAL advises COMPANY pursuant to **Attachment A**, Section I.D that it is already aware of a candidate referred to it by COMPANY, then no fee will be due with respect to such candidate.
- E. HOSPITAL is not responsible for any additional expenses incurred by COMPANY, unless otherwise agreed in writing.
- F. Travel reimbursements for COMPANY employees (i.e., not referring to placed candidates) are not authorized in this

Agreement.

- G. Travel expenses (including airfare, car rental, ground transportation, parking, meals and lodging) will be reimbursed for placed leadership positions and above candidates, which are subject to HOSPITAL's Travel Reimbursement Policy and must be supported by written receipts.

H. Terms of Payments

1. COMPANY will invoice HOSPITAL only when employment, resulting from COMPANY's placement, is commenced and the candidate is hired by HOSPITAL within one (1) year of referral. Payment of accurate invoices will be made ninety (90) days after the date of hire of Candidate's referral. Payment of invoice may be transferred by electronic payment method directly into the designated COMPANY account, where available.
2. Payments greater than the Referral Fee will not be paid without prior written authorization by HOSPITAL and subject to any and all HOSPITAL approvals.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the Candidate's hired date by HOSPITAL as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
6. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Attachment A, Scope of Work**, itemized description of products delivered or services rendered and amount due, HOSPITAL's SOQ Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph H.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph H.1 above.

I. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) 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<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to

the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL will not increase the general scope of this Agreement and in the services or work to be performed.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- F. COMPANY agrees that all documentation and other data conceived, originated, prepared or developed by COMPANY in the course of performing its services hereunder shall become or remain the sole property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. COMPANY will not be bound by the ninety (90) day guarantee as specified in **Attachment A**, Section II.F, if any of the following occurs during the performance of this Agreement:
  - 1. Invoice has not been paid by HOSPITAL in accordance with Section II paragraph H.1 above;
  - 2. Placed candidate is discharged due to change in business conditions (e.g., HOSPITAL general layoff or restructuring) or other factors out of the placed candidate's control; or
  - 3. Placed candidate resigns due to a material misrepresentation of the job description or financial condition of HOSPITAL, reporting structure, or is asked to perform activities that are unethical.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ricky Russell, Human Resources**, telephone number **(702) 224-7141** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the

extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least ten (10) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation due, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. COMPANY may be allowed to make up performance with HOSPITAL approval; however, HOSPITAL is under no obligation to do so. HOSPITAL reserves the right to use substitute placement agency(ies) during the suspension period. In the event HOSPITAL suspends the performance of COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

##### **B. Termination**

###### **1. Termination for Cause**

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

###### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate. Any candidate referred to HOSPITAL prior to the written notice of termination shall fall within the terms of this Agreement; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

###### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, and copies of all successful referrals and deliverables as provided in Section V paragraph F.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
  - e. Upon termination or expiration of this Agreement, and at HOSPITAL's discretion, COMPANY shall return or destroy all proprietary material of HOSPITAL and all material owned by HOSPITAL that are in the care, custody or control of COMPANY.
  - f. Survival. The terms contained in Sections II, III, V and XII of this Agreement shall survive termination of this Agreement. In addition, any obligations with respect to payment of fees to COMPANY which were in effect prior to termination shall survive termination.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada
	Attn: Legal
	1800 W. Charleston Blvd.
	Las Vegas, NV 89102



TO COMPANY:

TactiQor Consulting

Attn: Samad Ahmed

10409 Pacific Palisades Ave.

Las Vegas, NV 89144

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **B. Independent Contractor**

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

### **C. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

### **D. Public Funds / Non-Discrimination**

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

### **E. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

### **G. Governing Law / Venue**

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

### **H. Covenant Against Contingent Fees**

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement

without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Solicitation

During the Term of this Agreement and for a period of one (1) year after termination, HOSPITAL shall not directly, on its own behalf or on behalf of others, solicit, recruit for employment, or offer contracting opportunities to any employee of COMPANY or any individual employed by COMPANY. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of COMPANY or any individual employed by COMPANY shall not be construed to be a violation of this Section.

O. Non-Exclusivity

COMPANY acknowledges that this Agreement is non-exclusive and that HOSPITAL retains the right to use other placement agencies and/or to solicit candidates directly on HOSPITAL's behalf.

P. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

[Left intentionally blank]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

\_\_\_\_\_  
TactiQor Consulting  
LEGAL BUSINESS NAME and if applicable its D/B/A

By: Samad 8/12/22  
NAME: Samad Ahmed  
TITLE: Director

\_\_\_\_\_  
DATE

**ATTACHMENT A  
PROFESSIONAL PLACEMENT SERVICES  
SCOPE OF WORK**

**I. SERVICES**

- A. During the Term of this Agreement, HOSPITAL may provide a written notification to COMPANY requesting assistance in the recruitment for the positions as outlined in this **Attachment A, Scope of Work**.
- B. Upon receipt of a written request from HOSPITAL, COMPANY shall inform HOSPITAL of any additional information required by COMPANY in order to commence its services. COMPANY shall thereafter promptly commence and conduct a recruitment search for a qualified candidate(s) for the designated job opening(s).
- C. COMPANY, at its sole cost and expense, shall undertake a screening and selection of candidates based on HOSPITAL's selection criteria and unless otherwise expressly agreed with HOSPITAL's designated Human Resources representative will: (i) conduct background checks, (ii) verify licensing, (iii) confirm that selected candidates have a basic understanding of the position, (iv) confirm selected candidate's qualifications for the position, (v) conduct a preliminary interview of each candidate to be presented to HOSPITAL, (vi) obtain relevant documentation for each candidate to be presented to HOSPITAL, and (vii) present selected candidates to HOSPITAL's designated Human Resources representative.
- D. A candidate shall be considered referred to HOSPITAL under this Agreement upon presentation of the candidate's resume to a member of HOSPITAL's Human Resources staff by COMPANY. HOSPITAL shall provide written confirmation to COMPANY if the candidate is already in HOSPITAL's database.
- E. HOSPITAL may in its sole discretion offer employment to any candidate presented by COMPANY, but is under no obligation to do so. For greater certainty, HOSPITAL does not agree to make any minimum number of hires of candidates presented by COMPANY.
- F. COMPANY will (i) render its services with the degree of skill, care and diligence normally provided for in work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.
- G. COMPANY shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. COMPANY shall not commit, execute, bind, or contractually obligate anything to any person on behalf of HOSPITAL without the prior written consent of HOSPITAL.

**II. ADDITIONAL RESPONSIBILITIES OF COMPANY**

- A. COMPANY shall participate in HOSPITAL meetings concerning placement as appropriate.
- B. COMPANY must refer qualified candidates for position(s) HOSPITAL is only seeking to fill. If COMPANY repeatedly refers candidates who do not meet the minimum requirements as set forth in HOSPITAL's Human Resources description of minimum requirements, COMPANY may be suspended and/or terminated in accordance with Section IX of this Agreement.
- C. COMPANY has, or will, retain such qualified employees as it may need to perform the placement services required by this Agreement.
- D. COMPANY guarantees the candidate's credentials, qualifications, and professional integrity, of any referral made by COMPANY that HOSPITAL hires, either directly or indirectly.
- E. Subject to HOSPITAL's approved budgeted appropriation for COMPANY's changes to position credentials and/or

licensing/certification requirements, per diem rates, annual salary, or job duties, HOSPITAL may request service changes against open purchase order(s) to COMPANY. COMPANY shall not invoice HOSPITAL for position credentials and/or licensing/certification requirements, per diem rates, annual salary, or job duties that conflict with HOSPITAL's provided purchase order(s) to COMPANY.

- F. COMPANY agrees to a replacement guarantee commencing from a referred candidate's Start Date. In the event of termination or voluntary candidate resignation that occurs during the first ninety (90) days of candidate's Start Date, COMPANY will timely replace the referred candidate within thirty (30) days of written notice for no additional fee. If no replacement can be found within the thirty (30) day period, COMPANY will reimburse HOSPITAL at a prorated basis for any invoiced fees that are paid to COMPANY (refer to Section II.B).
- G. COMPANY agrees that all referrals will be fully qualified to perform the job duties related to the position filled.
- H. COMPANY shall complete an independent employment verification on the referred candidates. If after a referred candidate is successfully placed by COMPANY and HOSPITAL discovers that the placed candidate is unsuitable for hire due to a background-related reason within six (6) months after his/her Start Date, HOSPITAL may request a refund of the referral fee paid by HOSPITAL for any new candidate placed by COMPANY.

### III. PROFESSIONAL POSITIONS

COMPANY shall provide placements for professional positions, including but not limited to the following:

ACCOUNTS PAYABLE SUPERVISOR	ADMITTING DISCHARGE MANAGER	ADMITTING NURSE	ADVANCED RESPIRATORY CARE PRACTITIONER
ADVANCED PRACTICE REGISTERED NURSE	ASSISTANT CHIEF NURSING OFFICER	ASSISTANT CONTROLLER	ASSISTANT DIRECTOR, EFS
ASSISTANT DIRECTOR, HIM	ASSISTANT DIRECTOR, IT SERVICES	ASSISTANT DIRECTOR, PATIENT ACCOUNTING	ASSISTANT DIRECTOR, PHARMACY
ASSISTANT GENERAL COUNSEL	ASSOCIATE ADMINISTRATOR - OPERATIONS	ASSISTANT DIRECTOR, AMBULATORY SERVICES- URGENT CARE	ASSISTANT DIRECTOR, CONTRACTS & MATERIALS MANAGEMENT
ATTORNEY	BUDGET MANAGER	BUSINESS & FISCAL CLINICAL OPS COORDINATOR	BUSINESS INTELLIGENCE ANALYST
BUSINESS MANAGER, SURGICAL SERVICES	BUSINESS SYSTEM ANALYST	CATH LAB SERVICES MANAGER	CHARGE NURSE
CHARGE NURSE-WEEKEND	CHIEF ADMINISTRATIVE OFFICER	CHIEF EXPERIENCE OFFICER	CHIEF FINANCIAL OFFICER
CHIEF HR OFFICER	CHIEF INFORMATION OFFICER	CHIEF MEDICAL OFFICER	CHIEF NURSING OFFICER
CHIEF OPERATING OFFICER	CHILD LIFE SPECIALIST	CLINICAL REGULATORY READINESS & COMPLIANCE COORDINATOR	CLINICAL COMPLIANCE AUDITOR
CLINICAL DIRECTOR, CRITICAL CARE SERVICES	CLINICAL DIRECTOR, MATERNAL CHILD SERVICES	CLINICAL DIRECTOR MEDICAL SURGICAL SERVICES	CLINICAL DIRECTOR PROFESSIONAL PRACTICE
CLINICAL DIRECTOR SPECIALTY SERVICES	CLINICAL DOCUMENTATION COORDINATOR	CLINICAL INFORMATICS COORDINATOR	CLINICAL LABORATORY SUPERVISOR
CLINICAL LABORATORY TECHNOLOGIST	CLINICAL MANAGER	CLINICAL NURSE SPECIALIST	CLINICAL QUALITY & PERFORMANCE IMPROVEMENT COORDINATOR
CLINICAL REGISTRAR	CLINICAL RESEARCH ANALYST	CLINICAL SOCIAL WORKER	CLINICAL SUPERVISOR
CODER	CODING CLAIMS EDITOR	CODING SERVICES MANAGER	CODING SUPERVISOR
COMMUNICATIONS SPECIALIST	COMMUNITY RELATIONS COORDINATOR	COMPENSATION HRIS MANAGER	COMPLIANCE ANALYST- SURGICAL SERVICES
COMPLIANCE OFFICER	CONTRACTS SPECIALIST	CONTROLLER	CRITICAL CARE TRANSPORT NURSE

CUSTOMER SUPPORT SUPERVISOR	DATA SECURITY ANALYST	DATA WAREHOUSE ARCHITECT BUSINESS INTELLIGENCE DEVELOPER	DATABASE ADMINISTRATOR
DATABASE ANALYST	DECISION SUPPORT CLINICAL ANALYST	DECISION SUPPORT MANAGER	DIAGNOSTIC SERVICES SUPERVISOR
DIR, AMBULATORY SERVICES	DIR, CARE MANAGEMENT	DIR, CLINICAL QUALITY	DIR, CLINICAL RESEARCH AND COMPLIANCE
DIR, CONTRACTS MANAGEMENT	DIR, DEVELOPMENT & DONOR RELATIONS	DIR, ELIGIBILITY & FINANCIAL COUNSELING	DIR, ENVIRONMENTAL SERVICES
DIR, FACILITIES MAINTENANCE	DIR, GRANTS & DEVELOPMENT	DIR, HEALTH INFORMATION MANAGEMENT	DIR, HUMAN RESOURCES OPERATIONS
DIR, INFECTION CONTROL	DIR, INFORMATION SYSTEMS	DIR, LABORATORY SERVICES	DIR, MANAGED CARE
DIR, MATERIALS MANAGEMENT	DIR, PATIENT ACCESS/ ELIGIBILITY FINANCIAL SERVICES	DIR, PATIENT ACCOUNTING	DIR, PATIENT EXPERIENCE
DIR, PATIENT PLACEMENT CENTER	DIR, PATIENT SAFETY	DIR, PHARMACY SERVICES	DIR, PROJECT MANAGEMENT
DIR, PATIENT FINANCIAL SERVICES	DIR, PUBLIC SAFETY	DIR, RADIOLOGIC SERVICES	DIR, REHABILITATION SERVICES
DIR, RESPIRATORY SERVICES	DIR, TRANSPLANT SERVICES	DIR, INFECTION CONTROL	DISTRIBUTION MANAGER
E/FC MANAGER	EMERGENCY PREPAREDNESS PROGRAM COORDINATOR	EMPLOYEE ED/DEV COORDINATOR	EMPLOYEE HEALTH NURSE
EMS EXPERIENCE COORDINATOR	EPIC ANALYST	ERP ANALYST	EXECUTIVE DIRECTOR, AMBULATORY & MEDICAL STAFF SERVICES
EXECUTIVE DIRECTOR, CLINICAL PATIENT SAFETY	EXECUTIVE DIRECTOR, REVENUE CYCLE	FINANCIAL ANALYST	FISCAL SERVICES MANAGER
GENERAL COUNSEL	GENERAL LABORATORY SERVICES MANAGER	GRANT WRITER	GRAPHIC DESIGN ANALYST
HIM COMPLIANCE ANALYST	HIM MANAGER	HIM SUPERVISOR	HOSPITALIST
INFECTION PREVENTIONIST	INFECTIOUS DISEASE PHYSICIAN	INFORMATION SECURITY OFFICER	INFRASTRUCTURE SECURITY & SOL ARCHITECT
INFRASTRUCTURE SERVICES SUPERVISOR	INPATIENT CODER	INTERNAL AUDITOR	INTERPRETER SPECIALIST
IRB COORDINATOR	IT CLINICAL OPERATIONS SUPERVISOR	IT DATA SECURITY SUPERVISOR	LABORATORY QUALITY COORDINATOR
MANAGER, EQUAL OPPORTUNITY PROGRAM	MANAGER, FACILITY MAINTENANCE	MANAGER, INTERNAL AUDIT	MANAGER, INVENTORY MANAGEMENT SYSTEMS
MANAGER, MEDICAL STAFF	MANAGER, ORGANIZATIONAL DEVELOPMENT & EAP	MANAGER, REVENUE CYCLE PROCESS	MEANINGFUL USE PROGRAM MANAGER
MEDICAL DIRECTOR, CARE CENTERS	MEDICAL SOCIAL WORKER SPECIALIST	MEDICAL SOCIAL WORKER	MEDICAL DIRECTOR- INFECTIOUS DISEASE
MEDICAL EDUCATION/CME SPECIALIST	MEDICAL SURGICAL NURSE SPECIALIST	MRI TECHNOLOGIST	NETWORK ENGINEER
NETWORK SECURITY ADMINISTRATOR	NUCLEAR MEDICINE TECHNOLOGIST	NURSE CASE MANAGER	NURSE EMPLOYMENT RETENTION LIAISON
NURSE INFORMATICS SPECIALIST	NURSE NAVIGATOR	NURSE PRACTITIONER	OCCUPATIONAL MEDICINE MANAGER
OFFICE SUPERVISOR	ON DUTY ADMINISTRATOR	OP & AMBULATORY CLINIC MANAGER	OP & AMBULATORY OFFICE SUPERVISOR
ORGANIZATIONAL DEVELOPMENT ANALYST	ORTHOPEDIC OP SERVICES SUPERVISOR	OSCOPY TECHNICIAN	OUTPATIENT CODER
PATIENT ACCOUNT MANAGER	PATIENT EXPERIENCE EDUCATOR	PERFORMANCE IMPROVEMENT NURSE	PHARMACIST
PHARMACY CLINICAL SPECIALIST	PHARMACY SERVICES SUPERVISOR	PHARMACY SERVICES COORDINATOR	PHARMACY SERVICES SPECIALIST
PHARMACY TECHNICIAN SUPERVISOR	PHYSICIAN & CULTURAL EXPERIENCE MANAGER	PHYSICIAN ASSISTANT	PHYSICIAN EXPERIENCE COORDINATOR
PLACEMENT COORDINATOR	POLYSOM TECHNOLOGIST	PRIMARY CARE PHYSICIAN	PRINCIPAL FINANCIAL ANALYST

PRIVACY OFFICER	PROGRAM COORDINATOR	PROGRAM SERVICES SUPERVISOR	PROGRAMMER ANALYST
PROJECT MANAGER-IT	PUBLIC RELATIONS MANAGER	PUBLIC SAFETY MANAGER	PUBLIC SAFETY SUPERVISOR
PULMONARY FUNCTION TECHNOLOGIST	PURCHASING MANAGER	RADIOLOGY PERFORMANCE IMPROVEMENT COORDINATOR	RADIOLOGIC SERVICES MANAGER
REGISTERED RADIOLOGICAL TECHNOLOGIST	REGISTERED NURSE CRITICAL CARE MERT/ROVER	REGISTERED NURSE-AMBULATORY	REGISTERED NURSE-CATH LAB
REGISTERED NURSE-CRITICAL CARE	REGISTERED NURSE-EMERGENCY SERVICES	REGISTERED NURSE-IMAGING	REGISTERED NURSE-MATERNAL CHILD CRITICAL CARE
REGISTERED NURSE-MATERNAL CHILD NON CRITICAL CARE	REGISTERED NURSE-MED/SURG	REGISTERED NURSE-POST TRANSPLANT/ILDA	REGISTERED NURSE-SURGICAL SERVICES
REGULATORY COMPLIANCE MANAGER	REHABILITATION CLINICAL SUPERVISOR	REHABILITATION STAFF THERAPIST	REHABILITATION THERAPY ASSISTANT
REIMBURSEMENT MANAGER	RESEARCH & ANALYSIS CLINICIAN	RESPIRATORY CLINICAL COORDINATOR	RESPIRATORY P/Educator
RESPIRATORY SERVICES LABORATORY SUPERVISOR	RESPIRATORY SERVICES MANAGER	RESPIRATORY SERVICES SUPERVISOR	RESPIRATORY CARE PRACTITIONER
REVENUE INTEGRITY ANALYST	RISK MANAGEMENT MANAGER	SAFETY PROGRAM COORDINATOR	SAFETY PROGRAM MANAGER
SAFETY RISK COORDINATOR	SENIOR CODER	SENIOR EPIC ANALYST	SHARED GOVERNANCE & MAGNET COORDINATOR
SOCIAL MEDIA COORDINATOR	SOCIAL SERVICES MANAGER	SPECIALTY IMAGING TECHNOLOGIST	SPECIALTY LABORATORY SERVICES MANAGER
SPECIALTY STAFF PHYSICIAN	SPECIALTY STAFF PHYSICIAN II	SPECIALTY STAFF PHYSICIAN III	SR ACCOUNTANT
SR BUSINESS SYSTEMS ANALYST	SR CARDIAC SONOGRAPHER	SR COMPUTER OPERATOR	SR COMPUTER TECHNICIAN
SR CONTRACTS SPECIALIST	SR DECISION SUPPORT COST ANALYST	SR DENIALS & APPEALS ANALYST	SR DIETITIAN
SR ELECTRONIC HEALTH RECORD ANALYST	SR ERP ANALYST	SR FINANCIAL ANALYST	SR HIM COMPLIANCE ANALYST
SR INTERPRETER SPECIALIST	SR MANAGEMENT ANALYST	SR MRI TECHNOLOGIST	SR NETWORK ENGINEER
SR NUCLEAR MEDICINE TECHNOLOGIST	SR PHYSICIAN AMBULATORY	SR PROGRAMMER ANALYST	SR PURCHASING ANALYST
SR REGISTERED RADIOLOGICAL TECHNOLOGIST	SR RESPIRATORY THERAPIST	SR SPECIALTY IMAGING TECHNOLOGIST	SR SYSTEM ADMINISTRATOR
SR ULTRASOUND TECHNOLOGIST	STAFF PHYSICIAN	SURGICAL TECHNOLOGIST	SYSTEM ADMINISTRATOR
TRAUMA REGISTRY COORDINATOR RN	UNIX ADMINISTRATOR	UR NURSE	VALUE ANALYSIS COORDINATOR
WEB DEVELOPER	WEB MASTER	WOUND OSTOMY CONTINENCE NURSE	

All positions secured through COMPANY are on an employer-paid fee basis. Placements will be paid on a contingency basis, employer-paid fee basis. COMPANY will not be compensated by HOSPITAL for services unless the candidate referred by COMPANY is hired, directly or indirectly, within one (1) year of referral.



**IV. SPECIAL LICENSES AND/OR CERTIFICATIONS REQUIRED:**

<b>Position</b>	<b>License and/or Certifications Required</b>
Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior HIM Compliance Analyst	CCS, RHIT, or RHIA
Coding Supervisor	CCS
HIM Supervisor	RHIT or RHIA
HIM Manager	RHIT or RHIA
HIM Director	RHIT or RHIA
Senior Coder	CCS
Clinical Doc Improvement Manager	RN, CCS, RHIT, RHIA, CCDS, or CDIP
Clinical Doc Improvement Coordinator	RN, CCS, RHIT, or RHIA
Principal Financial Analyst	Epic Certified
Decision Support Manager	Epic Certified
Director of Manager Patient Accounting	Epic Certified
HIM focused Coding Services Manager/Assistant Director	CCS, RHIT, or RHIA
Senior ERP/EHR Analyst	Epic Certified
Senior Business System Analyst	Epic Certified
System Administrator	Network or System Server Admin Certified (preferred)
Data Warehouse Architect and Business Intelligence Developer	Microsoft Certified SSIS, SSAS and SSRS or similar Data Warehousing, ETL and reporting tools (Preferred)
Epic Analyst	Epic Certified
Senior Epic Analyst	Epic Certified
Director of Project Management	Project Management Professional (PMP)
Director of Care Management	NV RN license; BLS Certification
Advanced Practice Registered Nurse	NV APRN License; NV State Board of Pharmacy License to prescribe medications; DEA Controlled Substance Registration Certificate; BLS certification; <i>Additional certificates depending upon specialty</i>
Director of Clinical Quality	RN
Physician	MD or DO
Clinical Supervisor	RN
Registered Nurse	RN
Director of Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Manager, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Supervisor, Rehabilitation Services	Registered Occupational Therapist, Physical Therapist or Speech Therapist
Assistant Chief Nursing Officer	RN

The above list is not all-inclusive. HOSPITAL will notify COMPANY for any additional licenses and/or certifications required for the position being filled.

## ATTACHMENT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.


- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph F of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.

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).

<p>PRODUCER <b>StateFarm</b></p>  <p>ROBERT W. BILLS INSURANCE AGENCY, INC. 111 CORPORATE DR. STE. 190 LADERA RANCH, CA 92694</p>	<p>CONTACT NAME: ROB BILLS</p> <table border="1"> <tr> <td>PHONE (A/C. No. Ext): (949)837-9777</td> <td>FAX (A/C. No.): (949)837-0734</td> </tr> </table> <p>E-MAIL ADDRESS: rob.bills.j5an@statefarm.com</p>	PHONE (A/C. No. Ext): (949)837-9777	FAX (A/C. No.): (949)837-0734												
PHONE (A/C. No. Ext): (949)837-9777	FAX (A/C. No.): (949)837-0734														
<p>INSURED</p> <p>TACTIQOR CONSULTING 10409 PACIFIC PALISADES AVE. LAS VEGAS, NV 89144-1221</p>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm General Insurance Company	25151	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE						ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>										EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR										DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	<input type="checkbox"/>							X		98-CF-A803-O	09/08/2022	09/08/2023	MED EXP (Any one person)	\$ 5,000	
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:											PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC											GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/>	OTHER:											PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/>													\$	
	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>											COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/>	ANY AUTO						X		98-CF-A803-O	09/08/2022	09/08/2023	BODILY INJURY (Per person)	\$	
	<input type="checkbox"/>	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS											BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/>	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY											PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>													\$	
	<input type="checkbox"/>													\$	
	<input type="checkbox"/>	<b>UMBRELLA LIAB</b>											EACH OCCURRENCE	\$	
	<input type="checkbox"/>	EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE											AGGREGATE	\$	
	<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>												\$	
	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>											PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	\$	
	<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A						N/A					E.I. EACH ACCIDENT	\$	
	<input type="checkbox"/>	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below											E.I. DISEASE - EA EMPLOYEE	\$	
	<input type="checkbox"/>												E.I. DISEASE - POLICY LIMIT	\$	
	<input type="checkbox"/>														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED.

ADDITIONAL INSURED ENDORSEMENT HAS BEEN ORDERED FROM STATE FARM AND WILL BE PROVIDED ONCE PROCESSED.

**CERTIFICATE HOLDER**

## CANCELLATION

<p>CERTIFICATE HOLDER</p> <p>UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O LEGAL DEPARTMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Rob Bills</i></p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007 <b>FAX (A/C, No):</b>		
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com		
<b>INSURED</b> Tactiqor Consulting 10409 Pacific Palisades Ave Las Vegas, NV 89144	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hiscox Insurance Company Inc		10200
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.886.486.1	09/08/2022	09/08/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

University Medical Center of Southern Nevada C/O Legal Department  
1800 W Charleston BLVD Las Vegas NV 89102  
Las Vegas, NV 89102

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input checked="" type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b>		TactiQor Consulting				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		10409 Pacific Palisades Ave.		<b>Website:</b> www.tactiqorconsulting.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144		<b>POC Name:</b> Samad Ahmed		
				<b>Email:</b> Samad@tactiqorconsulting.com		
<b>Telephone No:</b>		(725) 222-8978		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Asfandiyar Bashir	Director	49%
Saima Qasim	President	51%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Samad  
Signature

Samad Ahmed  
Print Name

Director  
Title

8/12/22  
Date

List any disclosures below:  
(Mark N/A, if not applicable.)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b>	<b>First Amendment to Agreement for Ambulatory Care Janitorial Services with SMS Healthcare, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Agreement, and exercise any extension options with SMS Healthcare for Ambulatory Care Janitorial Services; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Janitorial services for Ambulatory Clinics	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: Original: 4/6/2020 to 4/5/2023 with two 1-year options; First Amendment: through 4/5/2024	
Amount: \$782,536.96 in additional funding for a new cumulative NTE 5,282,536.96	
Out Clause: 30 days w/o cause	

**BACKGROUND:**

This request is for approval of the First Amendment with SMS Healthcare, Inc. to execute the first one (1) year extension option, update the Statement of Work, and add additional funds to provide ongoing and routine janitorial services at UMC's ambulatory facilities. The agreement term will be extended from April 6, 2023 through April 5, 2024 unless terminated with a 30-day written notice. Staff requests \$782,536.96 in additional funding to align with the updated Statement of Work. Staff also requests authorization for the Chief Executive Officer to exercise the remaining renewal options if deemed beneficial to UMC.

UMC's Director of Environmental Services has reviewed and recommended approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

SMS Healthcare has a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their September 21, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**7**

**FIRST AMENDMENT TO THE AGREEMENT FOR AMBULATORY CARE JANITORIAL SERVICES**

This First Amendment ("First Amendment") to the Agreement for Ambulatory Care Janitorial Services Project, is effective as of August 1, 2022 ("First Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("HOSPITAL"), and **SMS Healthcare Inc.**, having its principal place of business at 7135 Charlotte Pike Suite 100, Nashville, TN 37209 ("COMPANY").

WHEREAS, HOSPITAL and COMPANY have agreed to that certain Agreement for Ambulatory Care Janitorial Services Project (the "Agreement"); and

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this First Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, HOSPITAL and COMPANY hereby agree as follows:

1. **Exhibit A. Scope of Work** section titled "*Total Work Time*" is hereby deleted and replaced with updated "*Total Work Time*" attached.
2. **Section II COMPENSATION AND TERMS OF PAYMENT (A) part 1:** The original language is deleted and replaced with the following: "*HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the fixed not-to-exceed fee of \$5,282,536.96*".
3. **Formally Exercise Option Year One:** HOSPITAL and COMPANY mutually agree to exercise Option Year One on this Amendment 1, extending the term date through April 6, 2024.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

**SMS Healthcare Inc.**

**University Medical Center of Southern Nevada**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Mason Van Houweling

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## TOTAL WORK TIME

### HOURS OF COVERAGE

Campus	Hours of Coverage
Nellis Primary Care	4pm-12:30am, 5 Days/Week
Nellis Quick Care	4pm-12:30am, 7 Days/Week
Peccole Ranch Primary Care	4pm-12:30am, 5 Days/Week
Peccole Ranch Quick Care	4pm-12:30am, 7 Days/Week
Rancho Quick Care	4pm-12:30am, 7 Days/Week
Spring Valley Primary Care	4pm-12:30am, 5 Days/Week
Spring Valley Quick Care	4pm-12:30am, 7 Days/Week
Summerlin Area Primary Care	4pm-12:30am, 5 Days/Week
Summerlin Area Quick Care	4pm-12:30am, 7 Days/Week
Sunset Primary Care	4pm-12:30am, 5 Days/Week
Sunset Quick Care	4pm-12:30am, 7 Days/Week
Wellness Center	4pm-12:30am, 5 Days/Week
Blue Diamond	4pm-12:30am, 7 Days/Week
Centennial Hills Primary Care	6pm-12:30am, 6 Days/Week
Centennial Hills Quick Care	6pm-12:30am, 7 Days/Week
Southern Highlands Primary Care	4pm-12:30am, 5 Days/Week
Southern Highlands Quick Care	4pm-12:30am, 5 Days/Week
Enterprise Occupational Medicine	6pm-12:30am, 5 Days/Week
Enterprise Quick Care	6pm-12:30am, 7 Days/Week
2040 W. Charleston 1 <sup>st</sup> – 6 <sup>th</sup> FL	4pm-12:30am, 5 Days/Week
Airport Clinic	4pm-12:30am, 7 Days/Week
2231 - 1 <sup>st</sup> Floor	4pm-12:30am, 5 Days/Week
2231 – 2 <sup>nd</sup> Floor	4pm-12:30am, 5 Days/Week
Aliante Clinic Primary Care	4pm-12:30am, 5 Days/Week
Aliante Clinic Quick Care	4pm-12:30am, 5 Days/Week

### FACILITY AND ACTIVITY STATISTICS

	Statistics
Average Daily Census	N/A
Average Daily Discharges	N/A
Average Daily Transfers	N/A
ER Visits per Year	N/A
Cleanable Square Footage	TBD
Department Hours of Coverage	12/7/365

## SCOPE OF SERVICES

<b>Patient Room (Unoccupied)</b>	<b>Vendor</b>	<b>Hospital</b>
Trash removal (3rd shift)	X	
Sanitize room	X	
Spot clean walls	X	
Restroom	X	
High and Low dusting	X	
Dust mop	X	
Damp mop	X	
Change bed linens	X	
Terminal Cleaning as needed	X	
<b>Patient Room (Inpatient Discharge)</b>	<b>Vendor</b>	<b>Hospital</b>
Trash removal	N/A	N/A
IV/medicine removal	N/A	N/A
Removal of bed linen	N/A	N/A
Sanitize room	N/A	N/A
Spot clean walls	N/A	N/A
Restroom	N/A	N/A
High dusting	N/A	N/A
Low dusting	N/A	N/A
Dust mop	N/A	N/A
Damp mop	N/A	N/A

<b>Emergency Department</b>	<b>Vend</b>	<b>Hospital</b>
ED general cleaning	N/A	N/A
ED In-between case cleaning	N/A	N/A
<b>Labor and Delivery</b>	<b>Vend</b>	<b>Hospital</b>
Post schedule terminal	N/A	N/A
In-between case cleaning	N/A	N/A
Nursery cleaning	N/A	N/A
Cleaning of isolettes NICU	N/A	N/A
<b>Cath Lab</b>	<b>Vend</b>	<b>Hospital</b>
Post schedule terminal clean	N/A	N/A
In-between case clean	N/A	N/A
<b>Outpatient Surgery</b>	<b>Vend</b>	<b>Hospital</b>
Post schedule terminal clean	N/A	N/A
In-between case cleaning	N/A	N/A
Cleaning of support areas	N/A	N/A
Bed making in recovery and holding rooms	N/A	N/A
<b>Surgery</b>	<b>Vend</b>	<b>Hospital</b>
Post schedule terminal clean	N/A	N/A

In-between case clean	N/A	N/A
Surgery shelves and technical equipment	N/A	N/A
Non-sterile support areas	N/A	N/A
<b>Kitchen</b>	<b>Vend</b>	<b>Hospital</b>
Main kitchen area	X	
Dietary trash removal	X	
Tables and chairs	X	
Walls and floors	X	
Cafeteria trash removal	X	
<b>Linen</b>	<b>Vend</b>	<b>Hospital</b>
Order and distribution		X
<b>Other Areas</b>	<b>Vend</b>	<b>Hospital</b>
CCU, SICU, NICU, PICU	N/A	N/A
Cleaning of public areas (lobbies, waiting)	X	
Cleaning of offices	X	
Cleaning of laboratory	X	
Cleaning of laboratory (glassware, counters, sinks)		X
Cleaning of pharmacy	X	
PT, OT, RT	X	
Cleaning of PT and rehab equipment		X
Cleaning of radiology	X	
Cleaning of dialysis	X	
Cleaning of morgue/autopsy (as needed)		X
Autoclave/sterilizer equipment		X
Gift shop (trash only)		X
Cleaning of central sterile		X
Engineering shop (trash only)	X	
Materials management (office only)	X	
<b>Miscellaneous</b>	<b>Vend</b>	<b>Hospital</b>
Wheelchair cleaning		X
Meeting setup		X
Grounds (1 hour per day)		X
Furniture moving (1 hour per day)	X	
IV pumps		X
Crash carts		X
Portable toilets		X
Portable fans		X
Cubicle curtains (exchange only)	X	
Computer screens (dusting only)	X	
Chemical spills		X
Emptying/removal of suction canister		X
Non-housekeeping supply delivery (i.e. ice, socks, etc.)		X
Exterior window (Bi-Annually)		X
Pediatric toy	X	

Microwave/refrigerators (exterior only)	X	
Purchasing of disposable linen, mops, and microfiber wipes	X	
Needle stick related injuries		X

## Frequency Charts

Location	Dust Mop	Damp Mop	Damp wipe	High Dust	Vacuum	Vertical surface*	Baseboard	Trash Removal	Blowaste Removal	Restroom Fixtures	Shower Curtains	Cubicle Curtain*	Glass	Stainless Steel	Polish Furniture	Windows	wash walls
	General Cleaning																
Nellis Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Nellis Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Peccole Ranch Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Peccole Ranch Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
Rancho Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Spring Valley Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Spring Valley Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Summerlin Area Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Summerlin Area Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Sunset Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Sunset Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Wellness Center	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Blue Diamond	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Centennial Hills Primary Care	6	6	6	1	6	6	1	6	6	6	AN	AN	6	1	1	1	AN
Centennial Hills Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	2	AN
Southern Highlands Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Southern Highlands Quick Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Enterprise Occupational Medicine	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	2	AN
Enterprise Quick Care	7	7	7	1	7	7	1	7	7	7	AN	AN	7	2	1	1	AN
Enterprise - NVHC	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
2040 W. Charleston	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Airport Clinic	7	7	7	1	7	7	1	7	7	7	AN	AN	7	1	1	1	AN
2231 - 1 <sup>st</sup> Floor	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
2231 - 2 <sup>nd</sup> Floor	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Alliant Clinic Primary Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN
Alliant Clinic Quick Care	5	5	5	1	5	5	1	5	5	5	AN	AN	5	1	1	1	AN

## FREQUENCIES 1

Legend
# - Times per week required
AN - As needed
ANA - As needed minimum annually
ANA3 - As needed minimum 3 times a year
NA - Not applicable

## FREQUENCIES 2

	Scrub & Top Coat	Strip & Refinish	Autoscrub	Burnish	Shampoo Carpets
	Floor Care				
Nellis Primary Care	ANA	ANA	1	2M	ANA2
Nellis Quick Care	ANA	ANA	1	1	ANA2
Peccole Ranch Primary Care	ANA	ANA	1	2M	ANA2
Peccole Ranch Quick Care	ANA	ANA	1	1	ANA2
Rancho Quick Care	ANA	ANA	1	1	ANA2
Spring Valley Primary Care	ANA	ANA	1	2M	ANA2
Spring Valley Quick Care	ANA	ANA	1	1	ANA2
Summerlin Area Primary Care	ANA	ANA	1	2M	ANA2
Summerlin Area Quick Care	ANA	ANA	1	1	ANA2
Sunset Primary Care	ANA	ANA	1	2M	ANA2
Sunset Quick Care	ANA	ANA	1	1	ANA2
Wellness Center	ANA	ANA	1	2M	ANA2
Blue Diamond	ANA	ANA	1	1	ANA2
Centennial Hills Primary Care	ANA	ANA	1	2M	ANA2
Centennial Hills Quick Care	ANA	ANA	1	1	ANA2
Southern Highlands Primary Care	ANA	ANA	1	2M	ANA2
Southern Highlands Quick Care	ANA	ANA	1	1	ANA2
Enterprise Occupational Medicine	ANA	ANA	1	2M	ANA2
Enterprise Quick Care	ANA	ANA	1	1	ANA2
2040 W. Charleston 1 <sup>st</sup> – 6 <sup>th</sup> FL	ANA	ANA	1	2M	ANA2
Airport Clinic	ANA	ANA	1	1	ANA2
2231 - 1 <sup>st</sup> Floor	ANA	ANA	1	1	ANA2
2231 – 2 <sup>nd</sup> Floor	ANA	ANA	1	1	ANA2
Aliante Clinic Primary Care	ANA	ANA	1	1	ANA2
Aliante Clinic Quick Care	ANA	ANA	1	1	ANA2

Legend
# - Times per week required
AN - As needed
ANA - As needed minimum annually
ANA2 - As needed minimum 2 times a year
Q - Quarterly
M - Monthly
2M - Twice Monthly
NA - Not applicable

# Staffing

## WEEKLY LABOR

Total Weekly Labor	
Title/Position	Total Weekly Hours
EVS Director	40+
EVS Supervisor	40
3rd Shift Housekeepers	480
Floor Tech/Project Tech	70
Weekly Total	630

Total Weekly Hours Allocated Per Location for Overnight Cleaning – Not including EVS Director and Additional Projects		
Location	Total Weekly Hours	Days Cleaned Per Week
Nellis Primary Care	12	5
Nellis Quick Care	28	7
Peccole Ranch Primary Care	10	5
Peccole Ranch Quick Care	28	7
Rancho Quick Care	35	7
Spring Valley Primary Care	10	5
Spring Valley Quick Care	28	7
Summerlin Area Primary Care	10	5
Summerlin Area Quick Care	28	7
Sunset Primary Care	10	5
Sunset Quick Care	28	7
Wellness Center	30	5
Blue Diamond	35	7
Centennial Hills Primary Care	24	6
Centennial Hills Quick Care	28	7
Southern Highlands Primary Care	10	5
Southern Highlands Quick Care	20	5
Enterprise Occupational Medicine	10	5
Enterprise Quick Care	40	7
2040 W. Charleston	40	5
2040 Building Day Portering	25	5
Airport Clinic	21	7
2231 Building 1 <sup>st</sup> Floor	20	5
2231 Building 2 <sup>nd</sup> floor	20	5
Aliante Clinic Primary Care	20	5
Aliante Clinic Quick Care	20	5
Total Hours	590	

## WAGE RATES

Title/Position	Wage Rate
EVS Director (Annualized Cost)	
Supervisor	
Day Porters	
3rd Shift Housekeepers	
Floor Tech/Project Tech	

UMCSN Pricing		
Expenses	Monthly	Annual
EVS Director		
Hourly Labor		
LH&A		
Equipment		
Supplies		
Other Operating Costs		
Recurring Travel, Backgrounds, Drug Screens, and Uniforms- Amortized 36 Months		
Recurring Tools and Supplies - Amortized 36 months		
<b>Total Operating Expenses</b>		
Corporate Administrative Overhead		
Profit		
<b>Total Operational Billing</b>		
HealthTrust Fee		
County and City Taxes		
<b>Total Billing Including Taxes</b>	<b>\$81,593.04</b>	<b>\$979,116.48</b>



April 6th, 2020

Fran Heiy  
Management Analyst - Contracts  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Outsourced Managed Services, Janitorial Services.

Dear Ms. Heiy:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Outsourced Managed Services, Janitorial Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.





The above-described process was followed with respect to the Outsourced Managed Services, Janitorial Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Outsourced Managed Services, Janitorial Services category. Contracts were executed with SMS Healthcare, Cleaning Services Group, Reynolds & Reynolds, and General Building Maintenance Inc in December of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

## Business Associate Agreement

This Agreement is made effective as date of the last signature ("Effective Date") by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **SMS Healthcare and Services Management Systems**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

### I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial

information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

## II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

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V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

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At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

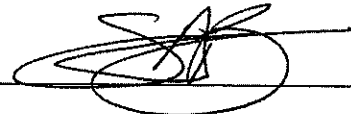
COVERED ENTITY:

By: \_\_\_\_\_  
Mason VanHouweling

Title: CEO  
4/6/2020

Date: \_\_\_\_\_

BUSINESS ASSOCIATE:

By:  \_\_\_\_\_

Title: President

Date: 3/24/2020

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <u>17-18</u>						
<b>Corporate/Business Entity Name:</b> <u>SERVICE MANAGEMENT SYSTEMS, INC</u>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> <u>7135 CHARLOTTE PK</u>			<b>Website:</b> <u>WWW.SMSCLEAN.COM</u>			
<b>City, State and Zip Code:</b> <u>SUITE 100 NASHVILLE TN 37209</u>			<b>POC Name:</b> <u>DAN HICKEY</u>			
<b>Telephone No:</b> <u>(615) 399-1839</u>			<b>Email:</b> <u>dhickey@smclean.com</u>			
<b>Nevada Local Street Address:</b> <u>1300 W CHARLESTON BLVD</u>			<b>Fax No:</b> <u>(615) 391-1103</u>			
<b>(If different from above)</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b> <u>LAS VEGAS NV 89102</u>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b> <u>DAN HICKEY</u>			
			<b>Email:</b> <u>dhickey@smclean.com</u>			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>SMSC HOLDINGS CORP</u>	<u>OWNER</u>	<u>100%</u>
<u>KEITH WOLKEN</u>	<u>PRESIDENT</u>	<u>0%</u>
<u>Hiram Cox</u>	<u>SECRETARY/TREASURER</u>	<u>0%</u>

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Print Name

Title

Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

N/A

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

**For UMC Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b>	<b>Agreements for Managed Services Support and Strategic Project Support with Tegria Services Group – US, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreement for Managed Services Support and the Agreement for Strategic Project Support with Tegria Services Group - US, Inc. for Managed Service Support; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Managed Services and Strategic Project Support	
Bid/RFP/CBE: NRS 332.115(1) (b) Professional Services	
Term: 1/1/2023 to 12/31/2027	
Amount: Managed Services Support: NTE \$24,250,000; Strategic Project Support: NTE \$7,500,000	
Out Clause: 15 days w/o cause	

**BACKGROUND:**

This request is for UMC to enter into new Agreements for Managed Services Support (“MS Agreement”) and Strategic Project Support (“SPS Agreement”) with Tegria Services Group – US, Inc. The services under both agreements will be performed by a team of EPIC-certified experts, all of whom possess experience with Epic revenue cycle denials, coding, and quality optimization in the healthcare field.

Under the MS Agreement, TSG will provide UMC with up to 1800 hours per month of Epic Application Support and up to 335 hours per month of Analytics Support, Monday through Friday during business hours, excluding holidays. The total not to exceed compensation is \$24,250,000 for services, travel and expenses for the period January 1, 2023 through December 31, 2027. UMC may terminate for convenience with 15 days’ notice.

Under the SPS Agreement, TSG will provide UMC with deliverables-based project work that involves integrated operational groups. UMC will work up to 60 sprints for project services at a cost of \$125,000 per sprint. The total not to exceed compensation is \$7,500,000 for services, travel and expenses for the period from January 1, 2023 through December 31, 2027. UMC may terminate for convenience with 15 days’ written notice.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**8**



UMC's Chief Financial Officer and Chief Information Officer have reviewed the MS Agreement and the SPS Agreement and recommend approval of both.

The Agreements have been approved as to form by UMC's Office of General Counsel.

Tegria Services Group currently has a vendor license with Clark County Business Registration

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their September 21, 2022 meeting and recommended for approval by the Board of Hospital Trustees.

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## AGREEMENT FOR MANAGED SERVICES SUPPORT

<b>TEGRIA SERVICES GROUP – US, INC</b>
NAME OF FIRM
Brie Quigley Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1255 Fourier Drive, Suite 101 Madison, WI 53717
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
970-413-4754
(AREA CODE) AND TELEPHONE NUMBER
Brie.quigley@tegria.com
E-MAIL ADDRESS

## AGREEMENT FOR MANAGED SERVICES SUPPORT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Tegria Services Group. (hereinafter referred to as "COMPANY"), for MANAGED SERVICES SUPPORT (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$24,250,000.00 as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from Effective Date through December 31, 2027 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$24,250,000.00. It is expressly understood that the entire Scope of Work defined in **Appendix A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Appendix A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Appendix A**, Scope of Work or **Appendix B** Managed Services Compensation will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY

performs services, provides deliverables, and/or meets milestones, as agreed upon in **Appendix A**, Scope of Work.

7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

**B. HOSPITAL's Fiscal Limitations**

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

**SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Appendix A**, **Appendix B** and **Exhibit 1** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in these attachments, the terms of this Agreement shall prevail.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this

Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Maria Sexton, Chief Information Officer, email address [maria.sexton@umcsn.com](mailto:maria.sexton@umcsn.com), telephone number (702) 671-6579 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

## B. Termination

### 1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. not less than ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

### 2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

### 3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
    - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party (a "Force Majeure" event). Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

## **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit 2** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit 2** and shall include the cost of the insurance coverage in their prices.

## **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

TO HOSPITAL:                      University Medical Center of Southern Nevada  
Attn: Legal Department – Contracts Division  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

TO COMPANY:                      Tegria Services Group – US, Inc.  
Attn: Contracting Department  
1255 Fourier Dr., Ste 101  
Madison, WI 53717  
tsg-contracting@tegria.com

## **SECTION XII: MISCELLANEOUS**

### **A. ADA Requirements**

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

### **B. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **C. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **D. Audits**

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

### **E. Clark County Business License / Registration**

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

### **F. Complete Agreement**

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

### **G. Confidential Treatment of Information**

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance



of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit 4**.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

Q. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

R. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

S. Public Records

COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

T. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent

of the other party.

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit 3**. The information provided in **Exhibit 3** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

W. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - o With copy of executed Agreement highlighting the allowable travel
  - o List of travelers
  - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport

- Mileage
- Travel time

Travel expenses shall not exceed \$ 0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

Y. Other Agreements

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof and they shall have no further force and effect. The execution of this Agreement shall also be deemed to constitute the termination as of the Effective Date of the current agreement(s) between Hospital and Company, as set forth below. The parties hereby waive any notice provisions, conditions to termination, or matters otherwise required to terminate such prior agreements.

- a. Agreement for Application and Strategic Project Support dated December 15<sup>th</sup>, 2021.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the Effective Date.

HOSPITAL:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_ DATE

COMPANY:

**TEGRIA SERVICES GROUP**

By: \_\_\_\_\_  
Brian Cahill  
Senior Vice President

\_\_\_\_\_ DATE

## APPENDIX A MANAGED SERVICES SUPPORT SCOPE OF WORK

This Appendix A sets forth the Managed Services to be performed in accordance with the Agreement.

1. **Managed Services.** Contractor shall provide the following Support Services for Customer. Contractor shall provide these services remotely.
  - 1.1 **IT Support Services.** Contractor shall provide IT Support to Customer for defined services in Exhibit 1. Contractor shall provide:
    - a) IT Support, which includes:
      - (i) Monthly executive summary
      - (ii) Weekly or bi-weekly progress reports
      - (iii) Weekly meetings between Customer leadership to support and maintain ongoing communication, transparency and facilities timely issue remediation
      - (iv) Customer will provide Contractor with quarterly market rate table for all applications that are not supported under the Epic Application Support or Analytics Support categories
  - 1.2 **Exclusions.** The following are exclusions from Scope of Managed Services:
    - a) Contractor resources and pricing are based on Customer's current infrastructure and requirements at the time of this writing. In the event that Customer requirements change substantially as identified by Contractor, Contractor will continue to support the needs established prior to the occurrence of such events and additional volume created by such events will not be in scope of this Project Service Order. The following list of events are excluded from scope of Managed Services, but are not limited to:
      - i. Redesigning of core workflows
      - ii. New integrations
      - iii. New implementations
    - b) In the event that Customer requests Contractor to provide Managed Services as outlined in 1.2.a), Contractor will provide Customer an amendment to this Project Service Order to define additional and agreed upon terms.
2. **Contractor Support Hours.** Contractor will provide Managed Services Monday through Friday from 8:00am to 5:00pm PST excluding the holidays below.
3. **Holidays.** Contractor will not provide services on holidays recognized by Customer as listed below unless expressly requested to do so and with the understanding Contractor may not have resources available due to observance of the holiday or lack of adequate notice.. For holidays that occur on a weekend, Customer will inform Contractor of the observed holiday in advance.
  - a) New Year's Day
  - b) MLK, Jr. Day
  - c) Presidents' Day
  - d) Memorial Day
  - e) Juneteenth Day
  - f) Independence Day
  - g) Labor Day
  - h) Nevada Day
  - i) Veterans Day
  - j) Thanksgiving Day
  - k) Family Day (day after Thanksgiving)
  - l) Christmas Day
4. **Team Changes.** Contractor will be given two (2) weeks from notification by Customer to resolve any performance issues unless the Parties agree to a different timeline. If the performance issues are not addressed within the two-week period, Contractor will replace the Managed Services team member. Contractor shall not have any duty to remove a Managed Services team member in a manner inconsistent with applicable law.

5. **Customer Responsibilities.** In order to effectively perform the work described in this Project Services Order, Customer agrees to partner with Contractor as a team to implement the objectives and activities based on mutually agreed upon project approach and timeline and the following items:
- a. Runbook. Customer will collaborate with Contractor to develop and maintain the Runbook throughout the duration of Managed Services, which documents scope, resolution workflows, escalation paths, and related processes that govern service delivery and will be located in a shared location identified by Customer. In the event that changes to the Runbook creates incremental volume beyond the contracted MHV, overages shall apply as outlined in Schedule B, Section 3.
  - b. Access and Security Requirements. Customer is responsible for providing Contractor with uninterrupted remote access to Customer's Epic environments and related systems as well as the full Microsoft Suite of products commensurate for Contractor to perform its obligations under this Project Services Order. Full access includes, but is not limited to:
    - i. Remote access, active directory, ITSM platform, Customer email system, Epic security, specific Epic applications, adequate licensing for Microsoft products, Customer's screen sharing tool and any shared file drive applications.
    - ii. Customer acknowledges that Managed Services under this Project Services Order cannot commence until Customer fulfills its obligations under this Section 4. Customer acknowledges that Contractor's failure to meet its obligations under this Project Services Order shall not constitute a breach under the Agreement if Customer fails to meet its obligations under this Section 4 or Section 5.
  - c. Knowledge Articles. On an ongoing basis during the Term of this Project Services Order, Customer shall provide Contractor with information about Customer's operating environment, policies, procedures and such other information and materials (including training materials) that Customer deems necessary to provide Contractor with the information necessary to perform the Managed Services ("Knowledge Articles").
  - d. Known Problems. From time to time during the Term of this Project Services Order, problems may arise within the Epic System or components within the Information Technology ("IT") infrastructure. When Customer becomes aware of any such problem (each, a "Known Problem"), Customer shall inform Contractor of the Known Problem in a timely manner.
  - e. Notification of Unscheduled Maintenance, or Emergency Changes. Customer shall notify Contractor as soon as reasonably practicable of any unscheduled maintenance, or emergency changes.
  - f. Team Changes. In the event Customer would like to remove one of Contractor's Managed Services team members, Customer will discuss specific performance issues with the assigned Client Engagement Manager. Contractor obligations are outlined in Section 4 above.
    - a) In the event Contractor needs to backfill support for an existing analyst or assign additional analysts to Managed Services team, Customer will provide Contractor all access to necessary personnel, background information, and documentation within fifteen (15) business days of start date to allow Contractor analyst(s) to perform the duties herein.
  - g. Epic Sponsorship. Customer agrees to sponsor relevant Managed Services team member for Epic training as appropriate for services related to this Project Services Order. If a Project Service team member attends a training sponsored by Customer, such training will be approved in advance by Customer and paid for by Contractor. Contractor will use commercial reasonable efforts to have approved Project Service team members complete any training certifications within ninety (90) days of course completion.
6. **Planned Events.** The term "Planned Event" refers to planned outages, implementation and roll-out of new modules), addition of modules that are new to a particular location (excluding Customer departments) and bringing new locations on-line with the Epic System.
- 6.1 Notification of Planned Event.
    - a) Each party shall provide the other with at least thirty (30) days advance written notice of any Planned Events that may impact the Managed Services. Planned Events shall be scheduled after hours and during low volume periods such as weekends.
    - b) Any Planned Events that are outside of the scope of the Managed Services must be presented in the form of a written change order and shall be implemented by Contractor only upon its signed written agreement. Any such Planned Events may require price adjustments, revisions or additions to the Service Measures, and such other terms and conditions as agreed to between Contractor and Customer. The failure of Customer and Contractor to reach mutual agreement regarding the terms of any Planned Event shall not be considered a breach or otherwise affect the terms and conditions of this Schedule C.

6.2 Planned Event Communications.

- a) Customer shall also be responsible for communicating with Contractor regarding the Planned Event. Customer must provide Contractor with any Knowledge Articles relevant to a Planned Event in a timely manner so as to reasonably permit Contractor to train its personnel and take such other steps necessary such as creation of Knowledge Database materials in anticipation of the Planned Event. At least thirty (30) days prior to the event is the preferred scheduled to receive documentation.

## APPENDIX B MANAGED SERVICES COMPENSATION

This Appendix B sets forth the Managed Services compensation and Project Reimbursements payable by Customer to Contractor for the services described in Appendix A and Exhibit 1 as well as the methods for calculating the amounts payable to Contractor for performing the Managed Services and fulfilling its obligations under the Agreement (collectively, the “Permitted Charges”).

1. **Managed Services Monthly Fee (“Service Fee”).** Contractor’s fee for providing Managed Services to Customer (“Service Fee”) shall begin at the start of the Services Period and shall continue for the duration of the Initial Term and Renewal Terms (as applicable) as set forth in Table 1 below. In consideration of the provision of Managed Services pursuant to this Project Services Order, and upon receipt of an invoice from Contractor, Customer will pay the monthly Service Fee as described in Table 1 below:

Table 1:

Application	Monthly Hour Volume	Monthly Cost	Overage Cost
Epic Application Support	Up to 1800 Hours	\$180,000.00	\$113.00/hour
Analytics Support	Up to 335 Hours	\$42,892.00	\$128.00/hour
Idle Time*	As Needed	As Needed	Not Applicable

\*Idle time will be charged at a rate of \$113.00 per hour. Idle Time is defined as a period of time that a resource is available, but not performing Services.

2. **Overage.** If Customer requests that Contractor resolve IT Support in excess of the established Monthly Hourly Volume (“MHV”) for a single month and Contractor agrees to do so, Contractor will invoice Customer as outlined in Table 1 over the MHV. If Customer requests Contractor to handle IT Support in excess of the established MHV for more than three (3) months in a twelve (12) month period as set forth in Schedule C, Contractor will initiate a change order for Changes to Scope of Managed Services. If Customer does not agree or otherwise execute the change order for additional volume, Contractor will not be obligated to provide additional Managed Services other than the then current MHV or deemed in breach of its obligations under this Project Services Order. IT Support in excess of the current MHV will be excluded from Service Measures as defined in Exhibit 1.
3. **Travel Expenses.** The Permitted Charges outlined above includes up to twelve (12) individual trips annually and up to sixty (60) individual trips over the duration of the contract. If travel is requested by the Customer, all travel and expenses shall be mutually agreed upon between the Parties. Travel beyond the annual trip allocation will result in Contractor invoicing the Customer separately in accordance with Customer’s travel and reimbursement policy in effect on the date this Project Services Order is submitted by Customer and Customer agrees to reimburse Contractor.
4. **Invoicing and Payment.** Monthly pricing for the Service Fee goes into effect upon the commencement of the Services Period. For period durations and extensions that do not last an entire calendar month, Contractor will prorate the billable amount to the corresponding number of business days and submit an invoice to Customer for the prorated Service Fees. Contractor shall submit invoices to Customer by the fifteenth (15th) day of each month for Services performed during the previous month. Customer shall pay invoices in accordance with the terms set forth in Section 2 of the Agreement. Total compensation of IT Support Services not to exceed \$24,250,000.00 (“Total Do Not Exceed Amount”) for the duration of this Agreement, (annual estimated amount \$4,850,000.00 for each January to December duration).
5. **Service Fee Increase.** The Service Fee rates set forth above shall remain in effect for the Initial Term of this Project Services Order. Thereafter, the Service Fee may increase at the commencement of each Renewal Term. The amount of this increase shall be the lesser of: (a) three percent (3%); or (b) the percentage increase in the ECI (as defined below) during the last



twelve (12) consecutive months.

As used in this Project Services Order, "ECI" means the Employment Cost Index, Wages and Salaries for Private Industry Workers: Office and Administrative Support, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. To become effective, Contractor must inform Customer, in writing, of any increase in the Service Fee at one hundred and twenty (120) days prior to the commencement of the applicable Renewal Term.

**EXHIBIT 1**  
**MANAGED SERVICES SERVICE MEASURES**

This Exhibit 1 sets forth the general methodology that will be used to measure and assess the degree to which Contractor's performance of the Managed Services is meeting the requirements of this Project Services Order, including the quantitative Service Measures agreed by the parties and set forth below. Contractor shall begin monitoring these Service Measures following the expiration of the Implementation Period.

1. **Service Measure Methodology Support Services.** Each aspect of Contractor's performance that will be measured and reported by Contractor (each, a "Service Measure") is set forth below:

For purposes under this Project Services Order, Contractor will provide support for Epic Application Support and Analytics Support (collectively referred to herein as "IT Support").

- 1.1 **IT Support Resolved Per Calendar Month:** Contractor will resolve all assigned IT Support up to the Monthly Hourly Volume ("MHV") per application provided in Table 2 below.

Table 2

Applications	Monthly Hourly Volume ("MHV")
Epic Application Support	Up to 1800 Hours
Analytics Support	Up to 335 Hours

- 1.2 **Exclusions to Service Measures.** The following types of IT Support ("Exclusions") will be excluded from the Service Measures:
- Any IT Support in excess of the MHV as defined in Schedule B Section 3 for a particular application; and
  - IT Support that are not in the scope of Contractor's Managed Services, or that the Contractor does not have the access/ability to resolve; and
  - IT Support that are related to a Major Incident (as defined in Section 3.2 below); and
  - IT Support during mutually agreed upon exclusion periods such as go-lives, major upgrades, and certain Planned Events (as defined in Schedule C, Section 5) even when Contractor is notified; and
  - IT Support that require Epic or other third-party involvement; and
  - IT Support created after hours or during Contractor holidays, as specified in Schedule C; and
  - IT Support that experience a delay in response to Contractor executing the requested change (e.g., data courier delays, waiting for response from requester or change approval lag).

2. **Excused Failures. Breach by Contractor.** Contractor's failure to meet a Service Measure metric shall not constitute a breach under the Agreement if: (a) the failure is excused pursuant to the Force Majeure provisions of the Agreement; (b) the failure occurs during a month designated as excluded by mutual agreement of the parties (e.g., due to system upgrades or the launch of new applications that may materially impact Ticket volumes); or (c) the failure is directly attributable to Customer's failure to perform (or cause to be performed) or improper performance of Customer's express responsibilities under this Project Services Order.

- 2.1 **Major Incidents:** Regardless of incident priority assigned by Customer, a major incident is defined as an event which has significant impact or urgency for Customer, and which demands a response beyond the routine incident management process. All metrics will be excused in the event of a Major Incident.

**EXHIBIT 2**  
**MANAGED SERVICES SUPPORT**  
**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: MANAGED SERVICES SUPPORT (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b>  2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		NAIC #

3. COMPANY'S  
BEST KEY  
RATING

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM	\$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	X					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**MANAGED SERVICES SUPPORT****9. CERTIFICATE HOLDER****CANCELLATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
C/O CONTRACTS MANAGEMENT  
1800 W. CHARLESTON BLVD.  
LAS VEGAS, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**10. AUTHORIZED REPRESENTATIVE**

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: MANAGED SERVICES SUPPORT

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
C/O CONTRACTS MANAGEMENT  
1800 W. CHARLESTON BLVD.  
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 1 (OPTIONAL)**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,  
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as MANAGED SERVICES SUPPORT;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT 3**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

☐ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**



## EXHIBIT 4

### Business Associate Agreement

This Agreement is made effective the \_\_\_\_\_ of \_\_\_\_\_, 2022, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

#### I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

#### II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
  - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
  - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
  - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
  - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
  - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
  - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

### V. RIGHT TO AUDIT

- (a) Business Associate agrees:
  - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
  - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

## VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

## VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Mason Van Houweling

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## AGREEMENT FOR STRATEGIC PROJECT SUPPORT

<b>TEGRIA SERVICES GROUP – US, INC</b>
NAME OF FIRM
Brie Quigley Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1255 Fourier Drive, Suite 101 Madison, WI 53717
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
970-413-4754
(AREA CODE) AND TELEPHONE NUMBER
Brie.quigley@tegria.com
E-MAIL ADDRESS

## AGREEMENT FOR MANAGED SERVICES SUPPORT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Tegria Services Group – US. Inc. (hereinafter referred to as "COMPANY"), for MANAGED SERVICES SUPPORT (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$7,500,000 as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from January 1, 2023 through December 31, 2027 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$7,500,000. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY

performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

**B. HOSPITAL's Fiscal Limitations**

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

**SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this

Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Maria Sexton, Chief Information Officer, email address [maria.sexton@umcsn.com](mailto:maria.sexton@umcsn.com), telephone number (702) 671-6579 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.



## B. Termination

### 1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. not less than ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

### 2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

### 3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
    - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
  - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

## **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

## **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

TO HOSPITAL:                      University Medical Center of Southern Nevada  
Attn: Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

TO COMPANY:                      Tegria Services Group – US, Inc.  
Attn: Contracting Department  
1255 Fourier Dr., Ste 101  
Madison, WI 53717  
tsg-contracting@tegria.com

## **SECTION XII: MISCELLANEOUS**

### **A. ADA Requirements**

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

### **B. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **C. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **D. Audits**

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

### **E. Clark County Business License / Registration**

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

### **F. Complete Agreement**

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

### **G. Confidential Treatment of Information**

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance

of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

Q. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

R. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

S. Public Records

COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

T. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent

of the other party.

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

W. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - o With copy of executed Agreement highlighting the allowable travel
  - o List of travelers
  - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport

- Mileage
- Travel time

Travel expenses shall not exceed \$ 0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

Y. Other Agreements

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof and they shall have no further force and effect. The execution of this Agreement shall also be deemed to constitute the termination as of the Effective Date of the current agreement(s) between Hospital and Company, as set forth below. The parties hereby waive any notice provisions, conditions to termination, or matters otherwise required to terminate such prior agreements.

- a. Agreement for Application and Strategic Project Support dated December 15<sup>th</sup>, 2021.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the Effective Date.

HOSPITAL:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
MASON VAN HOUWELING                      DATE  
Chief Executive Officer

COMPANY:

**TEGRIA SERVICES GROUP – US, INC.**

By: \_\_\_\_\_  
Brian Cahill                                      DATE  
Senior Vice President

**EXHIBIT A**  
**MANAGED SERVICES SUPPORT**  
**SCOPE OF WORK**

Strategic Project Support

**PROJECT SERVICES OVERVIEW**

This Schedule A sets forth the overview of Project Services Support, aka “Sprints”, terms in accordance with the Agreement.

**1. Project Description**

Contractor will partner with Customer to provide Strategic Project Support to Customer. Project support may include:

- a) Deliverables-based project work that involves integrated groups (i.e. Hospital operations)
- b) Contractor to provide to Customer:
  - (i) Monthly executive summary
  - (ii) Weekly or bi-weekly progress reports
  - (iii) A project charter service detailing, per individual project:
    - In-scope, out-of-scope items
    - Key milestones
    - Project-level deliverables
  - (iv) Presentations and additional materials to successfully kick-off and wrap-up individual projects
  - (v) Transition documents, as appropriate, for long term maintenance and support of each strategic initiative.
- c) Multiple Sprints that can be applied to a larger strategic initiative, as approved by Contractor.
- d) The Parties will agree to attend regular check-ins to evaluate Customer’s strategic needs, overall Contractor progress, and status updates on current Sprint allocations

**2. Duration of Services will be January 1, 2023 through December 31, 2027.**

Services outlined above do not include on-call hours. On-call hours will only be accepted when specific on-call responsibilities and rate are mutually agreed upon in advance by Contractor and Customer.

Any change to the Project Services desired by Customer needs to be approved in advance by the Contractor and Customer. Any approved change to the Project Services will be outlined in an amendment to this Project Service Order that may also include a change in the duration and/or compensation of the Project Service Order. Customer understands that a rejection of any proposed change in the Project Services by Contractor does not automatically terminate this Project Service Order.

**3 Holidays.** Contractor will not provide services on holidays recognized by Customer as listed below unless expressly requested to do so and with the understanding Contractor may not have resources available due to observance of the holiday or lack of adequate notice.. For holidays that occur on a weekend, Customer will inform Contractor of the observed holiday in advance.

- a) New Year’s Day
- b) MLK, Jr. Day
- c) Presidents’ Day
- d) Memorial Day
- e) Juneteenth Day
- f) Independence Day
- g) Labor Day
- h) Nevada Day
- i) Veterans Day
- j) Thanksgiving Day
- k) Family Day (day after Thanksgiving)
- l) Christmas Day

TEGRIA SERVICES GROUP – US, INC.

PROJECT SERVICE ORDER

Strategic Project Support

COMPENSATION

This Schedule B sets forth the Project Services compensation and Project Reimbursements payable by Customer to Contractor in accordance with the terms set forth in the Agreement:

**Project Services Compensation.** Contractor to provide listed Project Services for a fixed price of up to \$7,500,000.00. In consideration of the provision of Project Services pursuant to this Project Service Order, and upon receipt of an invoice from Contractor, Customer will pay Contractor the amounts as outlined in Table 1 below for Project Services rendered.

Table 1:

Application	Total Number of Sprints for Project Services	Per Sprint
Strategic Project Support	Up to 60	\$125,000.00

1. Travel Expenses. Travel is not anticipated throughout the Project Services Order, however, if travel is requested by Customer all travel and expenses shall be mutually agreed upon between the Parties and Contractor will invoice in accordance with Customer’s travel and reimbursement policy in effect on the date this Project Services Order is submitted by Customer.
2. Invoicing and Payment. For period durations and extensions that do not last an entire calendar month, Contractor will prorate the billable amount to the corresponding number of business days and submit an invoice to Customer for the prorated Service Fees. Contractor shall submit invoices to Customer by the fifteenth (15th) day of each month for Services performed during the previous month. Customer shall pay invoices in accordance with the terms set forth in Section 2 of the Agreement. Total compensation of Strategic Project Support Services will be up to \$7,500,000.00 for the duration of this Agreement.



**EXHIBIT B**  
**MANAGED SERVICES SUPPORT**  
**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: MANAGED SERVICES SUPPORT (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b>  2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		NAIC #

3. COMPANY'S  
BEST KEY  
RATING

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	X					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**MANAGED SERVICES SUPPORT****9. CERTIFICATE HOLDER****CANCELLATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
C/O CONTRACTS MANAGEMENT  
1800 W. CHARLESTON BLVD.  
LAS VEGAS, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**10. AUTHORIZED REPRESENTATIVE**

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: MANAGED SERVICES SUPPORT

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
C/O CONTRACTS MANAGEMENT  
1800 W. CHARLESTON BLVD.  
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 1 (OPTIONAL)**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,  
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as MANAGED SERVICES SUPPORT;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

☐ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

## EXHIBIT D

### Business Associate Agreement

This Agreement is made effective the \_\_\_\_\_ of \_\_\_\_\_, 2022, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

#### I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

#### II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
  - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
  - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
  - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
  - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
  - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
  - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

### V. RIGHT TO AUDIT

- (a) Business Associate agrees:
  - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
  - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.



## VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

## VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Mason Van Houweling

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board ("GB") in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

### **For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Tegria Services Group - US, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1255 Fourier Drive, Suite 101		<b>Website:</b> www.tegria.com		
<b>City, State and Zip Code:</b>		Madison, WI 53717		<b>POC Name:</b> Brie Quigley <b>Email:</b> bquigley@bluetreenetwork.com		
<b>Telephone No:</b>		608-729-7355		<b>Fax No:</b> (608) 237-2450		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

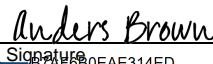
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Providence Health & Services		100%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

DocuSigned by:  Signature B7AF6B0EAE314ED...	Anders Brown Print Name 12/3/2021 Date
Managing Director	
Title	

## DISCLOSURE OF RELATIONSHIP

**List any disclosures below:**  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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***For UMC Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Professional Services Agreement with UNLVKSOM for the Ryan White Program</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with UNLV Medicine and the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas, for the Ryan White Program; and exercise any extension/renewal options or amendments; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### **FISCAL IMPACT:**

Fund Number: 5421.006	Fund Name: UMC – Patient Grant – RW
Fund Center: 3000726300	Funded Pgm/Grant: N/A
Description: Care for Individuals with HIV (Ryan White Program)	
CBE: NRS 332.115(1)(b) Professional Services	
Term: Three years from execution w/ 2 one-year option(s)	
Amount: \$190,000.00 annually	
Total Amount: \$950,000.00 with options	
Out Clause: 30 days written notice w/o cause	

#### **BACKGROUND:**

This request is for approval of a Professional Services Agreement between University of Nevada Las Vegas Kirk Kerkorian School of Medicine (“UNLVKSOM”) and University Medical Center of Southern Nevada for the Ryan White Program. UNLVKSOM will provide Endocrinology, Gastroenterology, Maternal and Child Fetal Medicine/Ob-Gyn, Neurology, Rheumatology, Pulmonary, Obstetric, Ear Nose & Throat, Colon and Rectal Surgery, and other multispecialty services, to HIV infected individuals in the Las Vegas Eligible Metropolitan Area, for UMC’s Wellness Center.

Payment will be made to UNLVKSOM for services provided in the following specialties, for the applicable not to exceed amounts:

- Endocrinology \$20,000 annually
- Gastroenterology \$20,000 annually
- Maternal and Child Fetal Medicine \$15,000 annually
- Neurology \$15,000 annually

Cleared for Agenda  
September 28, 2022

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**9**

- Rheumatology \$15,000 annually
- Pulmonary \$25,000 annually
- Obstetrics \$25,000 annually
- Ear Nose & Throat \$15,000 annually
- Colon & Rectal Surgery \$20,000 annually
- Other Multi-Specialty \$20,000 annually

The Agreement term is for three (3) years and may be renewed for two (2) additional one (1)-year terms. Staff requests approval for the CEO to exercise these renewal options at his discretion if deemed beneficial to UMC.

UMC's Ambulatory Clinical Manager has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

The agreement was reviewed by the Governing Board Audit and Finance Committee at their September 21, 2022 meeting and recommended for approval by the Governing Board.

## PROFESSIONAL SERVICES AGREEMENT

### RYAN WHITE PROGRAM

This Agreement by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital"), **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as "UNLV Medicine") and the Board of Regents of the Nevada System of Higher Education, a constitutional entity of the State of Nevada, for and on behalf of the **Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("UNLVKSOM")** (hereinafter UNLV Medicine and UNLVKSOM shall collectively referred to as "Entities," each individually referred to as a "party" and collectively referred to as "parties") shall be effective as of the date last signed by a party on the signature page below.

**WHEREAS**, Hospital is the operator of a Wellness Center (the "Center") which requires certain Services (as described in Attachment "A");

**WHEREAS**, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLVKSOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLVKSOM ("Physicians"); and

**WHEREAS**, University of Nevada, Las Vegas is state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control, and maintain UNLVKSOM, whose missions are to teach medicine, to engage in research, and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of the UNLVKSOM faculty; and

**WHEREAS**, UNLVKSOM and UNLV Medicine entered into an Operating Agreement with UNLVKSOM dated April 27, 2017, that outlines the terms and conditions upon which UNLV Medicine will serve as the faculty practice plan for UNLVKSOM, including, but not limited to, the manner in which UNLV Medicine is to provide support for UNLVKSOM; and

**WHEREAS**, Physicians are full-time faculty members of UNLVKSOM, are employed by UNLVKSOM and have clinical professional experience related to services associated with the Ryan White Program, as further described in detail in Attachment "A."

**WHEREAS**, the Entities desire to contract for and/or provide for the services noted within Attachment "A" ("the Services"). Hospital desires to engage the Entities to provide the services of Physicians to assist with the Ryan White program.

**NOW THEREFORE**, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

#### I. PURPOSE

Hospital hereby hires Entities to provide Endocrinology, Gastroenterology, Maternal and Child Fetal Medicine/Ob-Gyn, Neurology, Rheumatology, Pulmonary, Obstetric, Ear Nose & Throat, Colon and Rectal Surgery, and other multispecialty services, to HIV infected individuals in the Las Vegas Eligible Metropolitan Area, for the Center.

#### II. SCOPE OF SERVICES

Provider shall perform the Services as described in Attachment "A," appended hereto and made part of this Agreement.

### III. COMPENSATION

1. UMC shall reimburse Provider for the Services described in Attachment "A" at the agreed upon rates in Attachment "B" for actual hours worked and/or services satisfactorily performed in the following amounts not to exceed:

• Endocrinology	\$20,000 annually
• Gastroenterology	\$20,000 annually
• Maternal and Child Fetal Medicine	\$15,000 annually
• Neurology	\$15,000 annually
• Rheumatology	\$15,000 annually
• Pulmonary	\$25,000 annually
• Obstetrics	\$25,000 annually
• Ear Nose & Throat	\$15,000 annually
• Colon & Rectal Surgery	\$20,000 annually
• Other Multi-Specialty	\$20,000 annually

All expenses/costs incurred by Provider in excess of these amounts shall be the sole responsibility of Provider.

2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all applicable taxes.
3. UMC shall make timely payment of approved clean claims within sixty (60) business days of receipt of claims. In addition to claim submission on the HCFA or UB04 form. Provider shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, CPT codes.
4. Provider shall maintain such records and accounts supporting claims and invoices for a period of five (5) years from the date of final payment under this Agreement, except where unresolved audit questions require retention for a longer period as determined by UMC. These records shall be available during regular business hours for audit purposes by UMC, any authorized representative of Center, any authorized representative of Clark County Nevada, any Ryan White representative or any authorized representative of state or federal government.

### IV. REPRESENTATIONS OF ENTITIES

1. Any and all personnel providing the Services under this Agreement shall be employees or Faculty of UNLVKSOM.
2. UNLVKSOM and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all the Services described herein.
3. UNLVKSOM warrants that its personnel are authorized by law to engage in the performance of the activities encompassed by the Services described herein.
4. UNLVKSOM is responsible for the quality and quantity of the Services performed by its personnel under this Agreement.
5. UNLVKSOM shall at its sole expense, procure and maintain professional liability, errors



and omissions insurance at a limit of not less than one million dollars (\$1,000,000) per incident and upon either Parties' request shall furnish the requesting Party with a "Certificate of Insurance" as verification this coverage is in force. However, UNLVKSOM's liability shall be limited in accordance with NRS 41.0305 to NRS 41.039. The defense of sovereign immunity will be additionally asserted by UNLVKSOM, and if appropriate by UNLV Medicine, in all cases in accordance with Nevada State Law under NRS 41.0305 to 41.039.

Hospital is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Hospital is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Hospital will provide Entities with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

6. To the extent of any negligence of a Party or its personnel, the insurance provided by and covering the Party against which liability is asserted shall be primary insurance as respects the other Party(ies) and their elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by Hospital and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.
7. All Parties to this agreement shall comply with all federal, state and local laws, ordinances, rules and regulations, any Ryan White grant requirements, all requirements of The Joint Commission, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating Party or Entity to terminate this contract immediately upon delivery of written notice of termination.
8. In the event of any professional liability claim against a Party to this agreement is filed and in the event the other Party (or Entity) to this agreement is not included as a defendant in such lawsuit, the Party/Entity named as defendant in such lawsuit, shall not seek to join any other Party or Entity or any of their departments, agencies, officials, employees, servants or agents in such action, unless such joinder is necessary to secure an indispensable Party to such an action.
9. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by the Entities for Hospital shall, at the option of Hospital, be delivered immediately to Center and remain the property of Hospital.

#### V. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the provisions of this Agreement must be in writing and approved by the Parties to this Agreement.

#### VI. TERM

The term of this Agreement shall be effective as of the date last signed by a party on the signature page below and shall continue for three (3) years. Thereafter, this Agreement may be renewed by UMC upon written notice to Provider, for two (2) additional one-(1) year terms unless terminated in accordance with Sections VII to X.

#### VII. TERMINATION WITHOUT CAUSE

The Entities or Hospital may terminate this Agreement by giving each other written

notification of termination at least thirty (30) days prior to termination. Upon termination, the Parties agree that any financial reconciliation necessary shall be made and all monies due for the Services rendered prior to termination shall be paid within sixty (60) days of the date of termination. Hospital shall not be obligated to pay for any Services provided by Entities after the effective date of termination.

VIII. TERMINATION FOR CAUSE

If Entities fail to fulfill in a timely and proper manner their obligations under this Agreement, or if Entities violate any of the covenants, terms or stipulations of this Agreement, Hospital shall have the right to terminate this Agreement immediately by giving written notice to Entities of such termination and specifying the effective date thereof. Similarly, should Hospital fail to meet its obligations under this Agreement, Entities shall have the right to terminate this Agreement immediately by giving written notice to Hospital of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance and/or units of service, and in no case shall Hospital be obligated to pay for any Services provided by Entities after the effective date of termination.

IX. TERMINATION DUE TO LACK OF FUNDS

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of Services specified, the Entities or Hospital may terminate or renegotiate this Agreement. Neither Entities nor Hospital shall be obligated to pay for any Services rendered after the other Party has received written notice of termination pursuant to this section.

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by governmental funds for the then current fiscal year. This Agreement shall terminate and either Party's obligations under it, shall be extinguished at the end of any fiscal years in which an applicable governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts or provisions of contracted services, under this Agreement. The Parties agree that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve a Party of applicable obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. GENERAL CONDITIONS

1. Entities agree to accept any additional conditions governing the use of funds or performance of programs as may be required by federal, state or local statute, ordinance, rule or regulation or Ryan White grant requirements. However, should Entities find such additional condition or conditions unacceptable, they have the option of terminating this Agreement upon fifteen (15) days written notice.
2. The Parties hereto agree that this Agreement shall not be assignable nor can any part of the Services to be provided, be subcontracted without written consent of the non-assigning Party.
3. The waiver of any term of this Agreement, or the failure of any Party to insist on strict compliance and prompt performance of any term of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by that Party to enforce all terms strictly in the event of a continuous or subsequent default.
4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not

cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.

5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the Parties relating to this Agreement shall be filed and pursued in the District Court for Clark County.
6. Time shall be of the essence regarding this Agreement.
7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other Parties by certified mail, return-receipt requested to the following:  
  
For UMC: Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102  
  
For Entities: Dean  
Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas  
2040 West Charleston Boulevard  
Las Vegas, Nevada 89102  
  
*and:* President- UNLV Medicine  
3016 W. Charleston Boulevard, Suite 100  
Las Vegas, Nevada 89102
8. All Parties to this Agreement, hereby represent and warrant to the other party(ies), that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such Party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. The Parties represent and warrant to each other, that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred, is pending or threatened against that Party, its affiliates or to their knowledge, against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
9. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
10. The recitals are hereby incorporated as part of this Agreement.
11. This Agreement constitutes the entire and full understanding between the Parties hereto and no party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**ENTITIES:**

UNLV Medicine

By: \_\_\_\_\_

Name: Joann Strobbe

Its: President & Chief Executive Officer

The Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

**HOSPITAL:**

University Medical Center of Southern Nevada

By: \_\_\_\_\_

Name: Mason Van Houweling

Its: Chief Executive Officer

*Recommended:*

By: \_\_\_\_\_  
Marc J Kahn, MD  
Dean, Kirk Kerkorian School of Medicine  
at UNLV and Vice President for Health  
Affairs

Date: \_\_\_\_\_

*Approved:*

By: \_\_\_\_\_  
Chris L Heavey, PhD  
Executive Vice President and Provost  
UNLV

Date: \_\_\_\_\_

**ATTACHMENT "A"**  
**Ryan White Program SOW**  
**Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas and UNLV Medicine**

1. UNLVKSOM, through its Faculty physicians and staff, will provide outpatient primary medical services and office based diagnostic services and treatments (the "Services") to HIV infected individuals in the Las Vegas Emergency Medical Area. UNLVKSOM, through its affiliate and Party to this Agreement, UNLV Medicine, shall be reimbursed based upon Attachment B-Fee Schedule of this Agreement. Rates established in Attachment "B" shall remain in effect through the term of the Agreement.
2. All Services must be preauthorized by UMC Wellness Center.
3. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

UMC Wellness Center  
Attn: Ryan White Program  
701 Shadow Lane, Suite 200  
Las Vegas, NV 89106  
Phone: (702) 383-2691  
Fax: (702) 388-4114
4. Entities agree to utilize UMC facilities and its contracted providers whenever possible to maximize grant fund resources.
5. Entities agree to ensure that Ryan White funds are the payer of last resort by:
  - a. Verifying insurance information provided by the patient.
  - b. Billing primary insurance carrier first.
6. Payment by Hospital is conditioned upon continued funding by the Ryan White (Parts A and C).
7. In rendering the Services under this Agreement, Entities will abide by all terms and conditions of the Ryan White Grants applicable to the care described in this Agreement.
8. Entities shall restrict access to confidential information obtained from patients to such persons directly connected with the administration or enforcement of this program.
9. Entities agree that Ryan White funding cannot be used to pay for emergency room or hospital inpatient services.
10. Entities agree that Ryan White reimbursement amount is considered payment in full; balance billing is not allowed.

## **ATTACHMENT “B” Fee Schedule**

### **Endocrinology Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Outpatient services performed are for treatment of diabetes and thyroid disorders.

### **Gastroenterology Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Outpatient services to include new and follow-up visits. Colonoscopies and EGD upper endoscopies to be performed at UMC.

### **Maternal and Child Fetal Medicine Services**

For Maternal and Child Fetal Medicine, UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$15,000 annually.

### **Neurology Services**

UMC shall reimburse Provider 100% of the current Medicaid Fee Schedule at the following rates for the following services:

- a. Office Visit – new patients
- b. Office Visit – follow-up patients
- c. EEGs
- d. Electromyography (EMG) procedures
- e. All other services not listed in this section will be reimbursed at 100% of the current

Medicaid Fee Schedule

Services will not exceed \$15,000 annually.

### **Rheumatology Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$15,000 annually.

Outpatient services to include diagnostic evaluations of rheumatic disorders and autoimmune diseases, medical therapy for treatment of rheumatic disease, monitoring long term efficacy and side effects of medications including anti-inflammatory and biologic agents used to treat rheumatic disease, and improve quality of life and decreasing disability of patients suffering from rheumatic disease.

### **Pulmonary Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$25,000 annually,

Outpatient services to include diagnostic evaluations, treatments, and monitoring.

**Obstetrical Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$25,000 annually.

**Ear Nose & Throat Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$15,000 annually.

**Colon & Rectal Surgery Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

**Other Multi-Specialty Services**

UMC shall reimburse Provider at 100% of the current Medicaid Fee Schedule, based on CPT codes, in an amount not to exceed \$20,000 annually.

Refer to <https://dhcfp.nv.gov/Resources/Rates/FeeSchedules/> to obtain a current copy of the State of Nevada Medicaid Fee Schedule.

**EXHIBIT B**  
**Standards of Performance**

Entities shall, and require that all Physicians shall, comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference. Those standards of performance are as follows:

- a. Adhere to Hospital's established standards and policies for providing exceptional patient care and operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;
- b. If any Faculty staff or Physician is employed by UNLVKSOM under the J-1 Visa waiver program, UNLVKSOM will so advise Hospital, and UNLVKSOM shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines;
- c. Maintain professional demeanor and not violate UMC Medical Staff Physician's Code of Conduct;
- d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and UMC Hospital policy;
- e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);
- f. Assist Hospital with improvement of patient satisfaction and performance ratings, where appropriate;
- g. Perform appropriate clinical documentation utilizing the hospital EHR;
- h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");
- i. Comply with the rules, regulations, policies and directives of UMC, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entities by Hospital. Specifically, the Entities and all Faculty Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;
- j. Comply with Hospital's Affirmative Action/Equal Employment Opportunity Policy;
- k. The Parties recognize that as a result of UMC's patient *mix*, UMC has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event a UNLVKSOM Faculty Physician requires the services of a medical specialist, Entities shall use commercially reasonable efforts to contact UMC's contracted provider of such medical specialist services. Nothing in this Agreement shall however, be construed to require the referral by Entities or any UNLVKSOM Faculty Physicians, and in no event is a UNLVKSOM Faculty Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by UNLVKSOM Faculty Physicians Member within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests, in the UNLVKSOM Faculty Physician's judgment. The Parties agree that this provision concerning referrals by UNLVKSOM Faculty Physicians complies with the rule for



conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law");

- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the UNLVKSOM faculty Physician(s) performing such treatment. The UNLVKSOM Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. The UNLVKSOM Physicians shall facilitate discharges in an appropriate and timely manner. The UNLVKSOM Physicians will provide the patient's primary care physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entities or any UNLV Faculty Physician;
- m. Agree to participate in certain quality reporting systems established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement;
- n. Meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections;
- o. Work in the development and maintenance of key clinical protocols to standardize patient care;
- p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;
- q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entities and UNLVKSOM Physicians;
- r. Require that all medical record charts will be completed and signed by UNLVKSOM Faculty Physicians in accordance with the guidelines and timeframes set forth in the UMC Medical and Dental Staff Bylaws, and related Rules and Regulations;
- s. Maintain a score within ten percent (10%) of Vizient compare for its thirty (30) day readmission score for related admissions (such information is available from UMC, upon request);
- t. Upon request from UMC, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by UMC Administration with notice. UMC staff/analysts can support requested data collection in collaboration with the Entities;
- u. Be in 100% compliance with Drug Wastage Policy. UNLVKSOM Physicians shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents (such policy is available from UMC, upon request);
- v. Collaborate with UMC Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with UMC's Administration in staff evaluations and joint operating committees; and
- w. Participate in clinical staff meetings and conferences and represent the Services on UMC's Committees, initiatives, and at UMC Department meetings as the appropriate.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> Purchaser-Specific Agreement with Vitalant	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement, and exercise any extension options with Vitalant for blood products/services; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000710000	Funded Pgm/Grant: N/A
Description: Blood Products and Services	
Bid/RFP/CBE: NRS 450.525 and NRS 450.530	
Term: 8/1/2022 to 7/31/2023 with two 1-year options	
Amount: Estimated \$5M per year or potential aggregate of \$15M for 3 years	
Out Clause: 30 days for cause; Budget Act/Fiscal Fund Out	

**BACKGROUND:**

This request is to enter into a new agreement with Vitalant to provide blood products and services to hospital. This Agreement is pursuant to UMC's HPG contract #37377. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

The term of the Agreement is for 12 months through July 31, 2023 with the option to extend for two (2) one-year periods upon mutual agreement. Staff also requests Board authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC's Laboratory Services Director has reviewed and recommend approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Vitalant currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their September 21, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**10**

## **PURCHASER-SPECIFIC AGREEMENT FORM**

**Purchaser/Group/IDN/Facility:**

**University Medical Center of Southern Nevada**

**Effective Date: 8-1-2022**

This Purchaser-Specific Agreement is entered into and effective on the date specified above ("Effective Date") by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with its principal place of operations located at 1800 West Charleston Blvd., Las Vegas, NV 89102 ("Purchaser") and **VITALANT** ("Vendor" or "VITALANT").

A. Purchaser is a member of HealthTrust Purchasing Group, L.P., ("HealthTrust") who is party to that certain Master Blood Purchasing Agreement with Vendor, dated **August 1, 2022**, **HPG-37377** (the "Agreement").

B. Purchaser and its locations (as included in Attachment 6 ("List of Facilities")) desire to obtain the Services and/or Products from Vendor in accordance with the terms of the Agreement and this Purchaser-Specific Agreement (the "PSA").

NOW, THEREFORE, in consideration of the recitals, covenants and promises herein contained, Purchaser and Vendor hereby agree to as follows:

**1) Services.** Vendor shall provide Blood Products and/or Services to Purchaser and its locations as delineated in the Agreement and in accordance with the Fee Schedule attached hereto as Attachment 1 ("Services and Products"). If Purchaser requests that Vendor provide reference laboratory services to Purchaser as described in Attachment 3 ("Reference Laboratory Services"), Purchaser will collect and transmit specimens to Vendor for Lab Services and will: (i) ensure that such collection and transmission is performed in accordance with applicable laws and Purchaser's policies and procedures; (ii) ensure that such requests are accompanied by an appropriate licensed independent practitioner order and otherwise ensure that Purchaser complies with all billing and legal requirements related to receipt of Lab Services, and (iii) assume all of the costs associated with such collection and transmission. Vendor will notify Purchaser of the receipt of any specimen which it believes is not suitable for analysis due to improper collection or degradation of the specimen in transit. Vendor shall perform requested Lab Services and deliver the result of Lab Services in a manner that is consistent with current industry standards.

**2) Commencement Date and Term.** The obligations of Vendor and Purchaser shall commence on the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term"), unless terminated pursuant to Section 3 of this PSA. The term may be extended for two (2) additional one (1) year term(s) upon mutual agreement of both Parties via an amendment to this PSA. The Initial Term and any extended term shall be defined as the "Term."

**3) Termination.** Vendor and Purchaser shall each have the right to terminate this PSA for cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the cause. Vendor or Purchaser shall each have the right to terminate this PSA upon thirty (30) days' written notice in the event of: (i) Purchaser ceases to be a Participant of HealthTrust during the Term of the PSA with Vendor, or (ii) the Agreement between Vendor and HealthTrust is terminated or expires.

**4) Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

**5) Purchaser Obligations.** Purchaser shall pay for Services and/or Products as set forth in this PSA. Payment for purchases made by a Purchaser under this PSA shall be the sole responsibility of such Purchaser; Vendor agrees that HealthTrust shall have no responsibility and no obligation for such payments owed by Purchasers or for any other obligations of Purchasers under this PSA. Vendor reserves the right, in its sole discretion, to apply fee for past due amounts equal to an accrual of interest at one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. If Purchaser's account is more than thirty (30) days past due, Vendor reserves the right to require Purchaser to pay for all future deliveries of blood, blood components, or services on a cash-on-delivery ("COD") or cash-in-advance ("CIA") basis.

**6) Direct Purchases.** Upon receipt of an order from Purchaser, Vendor will sell and deliver to Purchaser the Products and/or Services listed in the order at the prices set forth in Attachment 1, subject to availability and in accordance with the terms and conditions stated in this PSA. No minimum quantity or dollar amount shall apply to any order unless expressly stated herein.

**7) Pricing.** Prices for Products and/or Services are set forth in Attachment 1 and Attachment 3 to this PSA. The fees set forth in Attachments 1 and 3 are based on the annual volume projections for the Initial Term of this Agreement. Vendor and Purchaser agree that the Blood Service Fees set forth in Attachment 1 shall remain fixed for the Initial Term, with the express exception of any fee increase made by Vendor pursuant to subsections 6(a) or 6(b), below.

- a) In consideration of additional expenses it may incur, Vendor has the right to increase the Blood Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to Purchaser, in the event Vendor implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to Purchaser and as required by FDA or applicable state law or as advisable pursuant to professional standards, including standards, guidance or recommendations issued by or through the FDA, AABB or other professional organizations. Upon request of Purchaser, Vendor shall provide verification of any such requirement or recommendation of FDA, state law, and/or professional standards, including standards, guidance or recommendations issued by or through the AABB or other professional organizations, which lead to the fee increase.
- b) Recognizing the common distribution of blood types among the blood donor population and the additional cost associated with acquiring Group O Red Blood Cells beyond the normal

distribution, the fees referenced in Attachment 1 are based upon a Group O Red Blood Cell utilization of sixty-two (62) percent or less of Purchaser's total Red Blood Cell utilization. To assist Purchaser in optimizing Group O Red Blood Cell utilization, Vendor will make its Medical Directors available to review and make recommendations for Purchaser's transfusion policies and practices based on an analysis of the Purchaser's complexity of services and provide education and clinical support to Purchaser physicians on an as-needed basis. Vendor reserves the right to increase fees upon ninety (90) days' written notice to Purchaser if Purchaser fails, after written request by Vendor, to reduce disproportionate usage of Group O Red Blood Cells, and Purchaser's Group O Red Blood Cell utilization repeatedly rises or remains above sixty-two (62) percent of Purchaser's total Red Blood Cell utilization.

**8) Orders.** The terms set forth in the Agreement governing the placement, cancellation, delivery and returns of orders for Products and/or Services shall apply to each order by a Purchaser, whether such order is communicated by Purchaser's purchase order form, EDI, internet e-commerce, facsimile, orally, or any other method, or whether reference is made to this PSA.

**9) Delivery.** Unless alternative arrangements are agreed upon by Vendor and Purchaser, Products will be delivered on a scheduled basis as agreed upon by Vendor and Purchaser. Vendor and Purchaser will mutually agree upon stock inventory levels for each blood component to be provided. Stock inventory levels shall be based on average daily utilization by the Purchaser, as well as complexity of services provided, trauma designation, and distance from the distribution site. Unless other arrangements are made, Vendor shall pay expenses for scheduled delivery of blood and blood components to Purchaser, using the method of delivery or shipment that Vendor determines is appropriate to the circumstances. Purchaser shall pay for expenses associated with non-scheduled deliveries requested by Purchaser. All blood and blood components supplied to Purchaser will be accompanied by appropriate documentation. Blood and blood components will be transported to Purchaser in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to Purchaser, the Purchaser shall be responsible for any loss, destruction, or damage to the units of blood or blood components.

**10) Inspection.** All Products shall be subject to prompt inspection and approval upon receipt by Purchaser. Any Products which do not comply with Purchaser's purchase order, including quantities and delivery time; in any way fail to comply with the warranties provided under this Agreement or with applicable law; or are damaged in shipment, discovered at time of receipt may be rejected by Purchaser, irrespective of the date of payment. Purchaser may hold any Product rejected for reasons described herein pending Vendor's instructions, or Purchaser, at Purchaser's option, may return such Products to Vendor at Vendor's expense, F.O.B. Origin, Freight Collect. Notwithstanding the foregoing, Purchaser will not accept the following based on its applicable expiration dates, unless Vendor agrees to provide full credit for such products not utilized by the Purchaser:

- Red blood cells that expire within seven (7) days of delivery;
- Platelets (including phoresed, Vendor pooled and random donor platelets) that expire within twenty four (24) hours of delivery;
- Fresh frozen plasma that expires within sixty (60) days of delivery.

**11) Returns.** Vendor may permit Purchaser to return blood or blood components, subject to the Purchaser's compliance with the requirements of Vendor's Return Policy, attached as Attachment 2 ("Return Policy"), and incorporated herein by reference.

## **12) Indemnity.**

- a) Vendor agrees to and does hereby defend, indemnify and hold harmless Purchaser, its Affiliates, successors, assigns, directors, officers, agents and employees (“**Purchaser Indemnitees**”) from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys’ fees (collectively referred to as “**Damages**”) for claims asserted against Purchaser based on (i) allegations of negligence or intentional misconduct in collecting, testing, processing, packaging, or distributing Products and/or Services; (ii) the breach or alleged breach by Vendor of the representations, warranties or covenants contained in this Agreement; or (iii) any infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right resulting from the purchase of Products and/or Purchasers’ possession and use thereof, as well as from receipt of any Services provided hereunder. Indemnity shall be in proportion to the amount of damages reasonably attributable to Vendor.
- b) To the extent allowed by law, Purchaser agrees to and does hereby defend, indemnify and hold harmless Vendor, its Affiliates, successors, assigns, directors, officers, agents and employees (“**Vendor Indemnitees**”) from and against any Damages for claims asserted against Vendor arising out of or based on or attributable to negligence or intentional misconduct of the Purchaser, its employees, agents, or medical staff. Indemnity shall be in proportion to the amount of damages reasonably attributable to Purchaser.

**13) Disclaimer of Warranties.** No laboratory tests or other procedures are presently available that can ensure that the Products provided under this PSA are free from all agents that may cause disease or illness, including but not limited to the presence of viruses and retroviruses. VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE BLOOD PRODUCTS TO BE PROVIDED UNDER THE AGREEMENT, AND NO PROVISION OF THIS PSA CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS AS TO PRODUCTS PROVIDED HEREUNDER.

**14) Governing Law.** Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

**15) Insurance.** Purchaser shall secure and maintain, at its own expense, insurance coverage or programs of self-insurance for Purchaser for professional liability, errors and omissions, commercial general liability, and workers’ compensation and employer’s liability insurance coverage with limits necessary to satisfy its obligations under this Agreement. Vitalant shall secure and maintain insurance coverage as per the Purchasing Agreement. Upon request, each party agrees to provide the other party with certificates of such insurance coverage.

**16) Confidentiality.** To the extent allowed by law, and during the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Purchaser acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this Agreement shall be received in confidence and shall be used only to carry out the terms of this Agreement.

Confidential information shall not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Purchaser agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement with any third party; notwithstanding the foregoing, Purchaser may disclose pricing information and terms to Valify (an Affiliate of HealthTrust as defined in the Agreement) for performance of internal analyses pursuant to a confidentiality agreement, and to other third party consultants for performance of internal analyses pursuant to a confidentiality agreement so long as Vitalant is provided advance written notice of any such disclosure to the third party consultant and an opportunity to object to such disclosure. The obligations under this Section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party; (c) was independently developed by the Receiving Party without violation of this Agreement; (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed to a particular party or person(s); or (e) is required to be disclosed in response to an audit, inspection or formal inquiry by a state or federal regulating body or agency, or an applicable credentialing or accrediting organization, provided such response is limited to disclosure only of that information necessary or lawfully required to reasonably respond, and does not include disclosure of confidential or sensitive financial or fee schedule information. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demand to the extent permitted by law by disclosing only the minimum Confidential Information that is required to be disclosed, subject to any protective order or the like that may have been entered in the matter.

- a) Notwithstanding anything to the contrary in this Agreement, Vendor acknowledges that Purchaser is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. The pricing contained in this Agreement is confidential and should not be disclosed except with the prior written permission of Vendor.

**17) Force Majeure.** Each party shall be excused from any delay in performance or from failure to perform in accordance with the terms of the Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the party, regardless of whether foreseeable, including without limitation, shortage of supply of raw materials, labor shortage, labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force Majeure Event"). Such party shall give notice to the other party promptly in writing upon learning of the Force Majeure Event. In the event a Force Majeure Event prevents a party from

complying with terms of the Agreement for more than one hundred eighty (180) days, either party may terminate the Agreement by providing thirty (30) days' prior written notice. Notwithstanding any provision to the contrary, the affected party shall not be liable for any damages arising out of the Force Majeure Event.

**18) Notice.** Any written notification required hereunder shall be sent by email, or mailed by certified mail or courier, return receipt requested, to the addresses set forth below. Notice sent by email, certified mail, or courier will be deemed delivered effective when received by the recipient thereof, with satisfactory evidence of successful delivery.

If to Vitalant:  
Vitalant  
ATTN: VP, Client Sales  
6210 E. Oak Street  
Scottsdale, AZ 85257  
[legal@vitalant.org](mailto:legal@vitalant.org)

With a copy to:  
Vitalant  
Attn: General Counsel  
6210 E. Oak Street  
Scottsdale, AZ 85257  
[legal@vitalant.org](mailto:legal@vitalant.org)  
[bshah@vitalant.org](mailto:bshah@vitalant.org)

If to Purchaser:  
University Medical Center of Southern Nevada  
Attn: Legal Department – Contracts Division  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

**19) Incorporation of Agreement.** The terms of the Agreement and this PSA shall govern the relationship of Vendor and Purchaser in relation to the provision of Services and Products. In the event of a conflict between the Agreement and this PSA, the terms set forth in the Agreement shall control. Unless expressly defined herein, all defined and capitalized terms herein shall have the meaning ascribed to them in the Agreement.

**PURCHASER: University Medical Center  
of Southern Nevada**

**By:**  
**Name: Mason Van Houweling**  
**Title: Chief Executive Officer**

**Date:**

**VITALANT**

**By:**  
**Name: Michelle Robinson**  
**Title: SVP Strategic Planning and Business  
Development**

**Date:**



ATTACHEMENT 1  
Vitalant– PURCHASER-SPECIFIC AGREEMENT FORM ATTACHEMENT 1 BLOOD SERVICES  
FEES CONFIDENTIAL INFORMATION

[The information in this attachment is confidential and proprietary in nature]

## **Attachment 2**

### **Vitalant Return Policy**

VITALANT may permit Hospital to return unexpired Red Blood Cells to VITALANT for credit, subject to a fifty percent (50%) restocking fee, described below, provided Hospital complies with all of the following conditions:

- (a) Hospital shall verify that proper temperature requirements have been satisfied and monitored during the storage period, in compliance with the regulatory requirements, including Title 21 of the Code of Federal Regulations and Standards of the AABB.
- (b) Hospital shall verify that the integrity of the unit container has been maintained and neither the unit container nor the affixed label is damaged, broken, disturbed, defaced, tampered with, or otherwise manipulated.
- (c) Hospital shall ensure that the original label is intact, unmarked and uncovered. Any labels or tags affixed by the Hospital to the unit must be removed prior to return.
- (d) At least two (2) crossmatch segments must remain available for use, unless VITALANT has approved use of the last crossmatch segment.
- (e) Hospital shall inspect blood products at the time of packing and shall pack products in accordance with VITALANT policies and in appropriate shipping containers. Hospital shall document that inspections have occurred in compliance with the regulatory requirements, and it shall not return blood products to VITALANT which appear unsuitable for re-issue.
- (f) All requests to receive credit for unused blood products must be received by VITALANT no more than seven (7) days from the expiration date of any such blood products.
- (g) All returned blood products must have a minimum of fourteen (14) days remaining prior to expiration at the time they are received by VITALANT.
- (h) All requests to receive credit for returned blood products must comply with the VITALANT ordering and return instructions, billing protocols and, where applicable, the on-line product management system.

A restocking fee equal to fifty (50%) percent of the fee charged for the blood product will apply to any blood product returned to VITALANT in compliance with this policy. For example, if Hospital is charged \$500 for a Red Blood Cell unit, the Hospital will pay a restocking fee of \$250 per unit for a blood product returned pursuant to this policy.

In general, STAT and ASAP orders, platelets, and frozen, specialty, altered or modified blood products are not returnable. Examples include, but are not limited to, frozen plasma, cryoprecipitate, irradiated blood products, blood products with special testing or other modification, such as CMV-negative, antigen negative, sterile docking, divided units or HLA/HPA matched units. However, in limited circumstances where VITALANT agrees to accept return of altered or modified blood products or STAT/ASAP delivered blood products, the service fees associated with Hospital's requested alteration or modification or STAT/ASAP delivery are not eligible for credit.

VITALANT may provide credit to Hospital for expired blood products received, not transfused and discarded by Hospital under the following circumstances:

- (a) Red Blood Cells are provided to Hospital less than seven (7) days prior to expiration;
- (b) Platelets are provided to Hospital less than twenty-four (24) hours prior to expiration; or
- (c) AB Red Blood Cell products.

Hospital is responsible for appropriate disposal of any expired products.

VITALANT may modify this Return Policy, in its sole discretion, upon ninety (90) days' advance written notice to Hospital.

ATTACHEMENT 3  
Vitalant– PURCHASER-SPECIFIC AGREEMENT FORM ATTACHEMENT 1 LABORATORY  
SERVICES FEES CONFIDENTIAL INFORMATION

[The information in this attachment is confidential and proprietary in nature]

## **Attachment 4**

### **Facility Obligations**

1. Storage Conditions. Each Purchaser facility (“Facility”) shall maintain and provide appropriate storage conditions for all blood and blood Components as determined by the FDA, the AABB, and all other agencies under which Vendor is accredited and/or licensed. Each Facility shall retain records relating to such storage and permit Vendor reasonable periods of inspection to determine that the storage requirements set forth above are being met.
2. Maintenance of Records and Regulatory Compliance. Facility shall maintain such records, books, and documents related to Products and Services as required by applicable law and regulation. In the event of a request for access to information regarding performance of this Agreement, Facility agrees to notify Vendor immediately and to inform Vendor of the response to be made to the request.
3. Regulatory Compliance. Each Facility shall have sole responsibility for complying with all provisions of the AABB, the FDA, the Joint Commission, the College of American Pathologists, and all other laws, rules and regulations which apply to any function performed by Facility and related to its performance under this Agreement.
4. Adverse Reactions. Facility shall notify Vendor as promptly as possible of all pertinent details regarding any adverse reaction of a patient treated at the Facility involving Vendor’s Products including, but not limited to, any suspected acute transfusion reaction.
5. Physician Responsibility. Nothing contained in this Agreement shall in any way affect the responsibility of the treating physician to determine that apheresis therapy or photopheresis is appropriate for the patient. In no way does this Agreement impose any responsibility upon Vendor to determine whether or not apheresis therapy or photopheresis is appropriate for any patient.
6. Patient Consent. The patient’s physician will be responsible for obtaining completed patient consent forms prior to any procedure utilizing Products and/or Services.
7. Blood Drives. HealthTrust and Facilities shall permit Vendor access to their donor base for the purpose of drawing blood or blood components, and shall permit Vendor to hold blood drives at each Facility’s premises a minimum of five (5) times per year. Facilities agree to fully cooperate with Vendor to schedule any extraordinary blood drives which may be necessary to meet emergency circumstances. Each Facility shall designate a person to coordinate the blood drives with Vendor.
8. Utilization. Facilities will cooperate with Vendor in balancing the available blood supply with the healthcare community’s needs. Facilities agree to temporarily adjust stock inventory when deemed necessary by Vendor during blood product shortages, disaster, or to meet urgent needs in another part of the healthcare community. When medically appropriate, Facilities agree to first use shorter dated blood and blood components, and release in a timely manner untransfused, crossmatched blood and blood components for other patient use upon request by Vendor. In the event of a critical supply shortage, emergency, or disaster, Vendor may reasonably direct Facilities to limit the use of blood or blood components to emergency situations, and Facilities agree to comply with any such direction. This may result in a

reduction in Facilities' stock inventory level for the duration of the shortage, emergency or disaster.

9.     Transfers. Except in emergency situations, blood or blood components provided to a Facility may not be sold, assigned, exchanged, or transferred to any other facility, other than a facility identified in this Agreement, without the prior written authorization of Vendor. Facility shall notify Vendor within 24 hours, in writing, in the event of an emergency that required a transfer without prior authorization of Vendor and shall retain records to track the disposition of the transferred blood or blood component.
10.    Inspection of Storage Facilities. Upon request by Vendor or any licensing, regulating or accrediting agency or organization to which Vendor is subject, including FDA, AABB and the College of American Pathologists ("CAP"), Facility shall allow on-site inspections of blood storage facilities and storage units during normal business hours by Vendor or any applicable regulatory or accrediting agency applicable to Vendor. Facility shall further allow Vendor or any such regulatory or accrediting agency to review and copy, without charge, Facility's standard operating procedures for blood storage and quality assurance or any other similar or related records.

## **Attachment 5**

### **Vendor Obligations**

1. Directed or Autologous Blood. Vendor shall coordinate and use reasonable efforts to purchase directed or autologous blood donations, which originate from a source other than Vendor, at the price agreed to between Vendor and HealthTrust as set forth in Exhibit A to this Agreement. In the event that the cost to Vendor of such donations exceeds the price agreed to in this Agreement, the increased cost of such Blood Products shall be paid by the applicable Purchaser facility ("Facility").
2. Support Services. Vendor agrees to render patient support services, upon the request of HealthTrust or Facilities, in the form of technical assistance in identification of multiple antibodies, helping to resolve compatibility issues, transfusion medicine consultation, and therapeutic apheresis consultation provided by Vendor personnel or by an agency contracted through Vendor. These services are provided at a cost listed in Exhibit A.
3. Transfusion Committee. Vendor agrees to provide active representation to each Facility Transfusion Committee. Vendor will provide on-going education at no additional cost to include: appropriate blood utilization, technology updates, physician training and recommendations for acceptable transfusion protocols.
4. Maintenance of Records and Regulatory Compliance. Vendor shall maintain such records, books, and documents as required by applicable law and regulation. In the event of a request for access to information regarding performance related to this Agreement, Vendor agrees to notify Facility immediately and to inform Facility of the response to be made to the request.
5. Notification of potential Product/Service Quality Problem. Vendor agrees to notify Facility within three (3) calendar days from when information becomes available to Vendor that a Product and/or Service has been provided by Vendor which may have a deleterious effect on a transfusion recipient, provided however, Vendor shall not divulge the identity of any donor or employee related to the Product and/or Service. Information becoming known to Vendor requiring such notice shall include but not be limited to the following:
  - 5.1 Vendor supplied blood and blood products collected from a donor who tested negative at the time of donation but tests repeatedly reactive for the antibody to HIV on a later donation; and
  - 5.2 The results of the FDA-licensed, more specific test or other follow-up testing recommended or required by FDA completed within 45 calendar days after the donor's repeatedly reactive screening test. (FDA regulations concerning HIV testing and look-back procedures are set forth at 21 C.F.R. 610.45-et. seq.).
6. Inventory Control. Vendor agrees to collaborate with each Facility on inventory control, using inventory modeling tools.
7. Product Quality. Prior to supplying a blood component to the facility, the Vendor will perform or cause to be performed all tests required in accordance with the rules and regulations of the U.S. Food and Drug Administration ("FDA") and the Standards of the American Association of Blood Banks ("AABB"). The Vendor reserves the right to perform or have others perform additional tests as it may deem appropriate as long as these tests are performed in accordance

with the rules and regulations of U.S. Food and Drug Administration (“FDA”) and the Standards of the American Association of Blood Banks (“AABB”).

7.1 If any Blood Component that the Vendor supplies to the Facility was obtained from another blood bank that is licensed or registered by the FDA, and purports to comply with the applicable rules and regulations of the FDA, the Vendor shall not be required to perform any tests on such blood components except for those tests it know were not performed on the Blood Component.

8. Reports. Vendor will provide itemized invoices showing all services provided, items shipped, returned and transferred.

9. Disaster Recovery Plan. Vendor represents and warrants to HealthTrust and Purchasers that it has and shall maintain a disaster recovery plan to enable delivery of Products upon the occurrence of any event or circumstance beyond Vendor’s reasonable control, including without limitation acts of God, fire, explosion or flood at its primary manufacturing and distribution locations, and agrees to review such plan with HealthTrust upon request.



**Attachment 6**  
**List of Facilities**

**University Medical Center of Southern Nevada**

## 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. **NO**

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. **NO**

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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 158</b>						
<b>Corporate/Business Entity Name:</b> Vitalant						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		6210 E. Oak Street		<b>Website:</b> www.vitalanthealth.org		
<b>City, State and Zip Code:</b>		Scottsdale, AZ 85257		<b>POC Name:</b> Jennifer Rataj		
<b>Telephone No:</b>		800-288-2199		<b>Email:</b> jrataj@vitalant.org		
<b>Local Telephone No:</b>		702-304-6580		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b>		6930 W. Charleston Blvd.		<b>Website:</b> : www.vitalanthealth.org		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas, NV 89117		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> Erik Hill		
				<b>Email:</b> ehill@vitalant.org		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
David R. Green	President and Chief Executive Officer	
Bhavi A. Shah	Executive VP, Chief Legal Officer & General Counsel	
Maureen Musselman	Executive VP, Chief Financial Officer	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

DocuSigned by:

Michelle Robinson

Signature 19946CD18DE1445...

Michelle Robinson

Print Name

9/14/2022 | 15:12 MST

Date

Sr VP Vitalant

Title

## DISCLOSURE OF RELATIONSHIP

**List any disclosures below:**  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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***For UMC Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD AGENDA ITEM**

**Issue:** Settlement Agreement

**Petitioner:** Mason VanHouweling, Chief Executive Officer

**Recommendation:**

**That the Governing Board recommend for approval by the Board of County Commissioners, also sitting as the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter of District Court Case No. A-18-779437C, entitled *Grace Thompson v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents. (For possible action)**

**FISCAL IMPACT:**

Fund #: 7640.000

Fund Center: 3000867500

Fund Name: UMC Malpractice and Liability Fund

Amount: \$45,000.00

**BACKGROUND:**

The spouse and estate of a patient commenced a professional negligence action in Clark County District Court on August 14, 2018, against University Medical Center of Southern Nevada ("UMC") and two (2) UMC employees. The UMC employees were subsequently dismissed from the action.

In order to resolve the District Court action against UMC, UMC seeks approval to settle the action for the total amount of Forty-Five Thousand Dollars (\$45,000.00), inclusive of all attorney's fees and costs, with no admission of wrongdoing, and to mitigate the unknown costs of protracted litigation. The settlement is recommended by UMC Administration, UMC retained litigation counsel, and UMC's Office of General Counsel.

Cleared for Agenda

Agenda Item #

**11**

## **AGREEMENT TO SETTLE, RELEASE ALL CLAIMS, AND INDEMNIFY**

This Agreement to Settle, Release All Claims, and Indemnify, including all exhibits hereto (this "Agreement"), is entered into by and between Grace Thompson, individually and as the Personal Representative of the Estate of Lucky Thompson ("Plaintiff" or "Releasor"), on the one hand, and University Medical Center of Southern Nevada, a county owned hospital created pursuant to NRS Chapter 450 ("UMC"), and all of its directors, officers, members of its Board of Trustees, members of its Governing Board, employees, agents, attorneys, affiliates, subsidiaries, related entities, successors and assigns, and the County of Clark, Nevada, (collectively, hereinafter the "Releasees"), on the other hand. Releasor and Releasees are collectively referred to herein as the "Parties" and individually, "Party." The effective date of the Agreement will be the date the Agreement is fully executed (the "Effective Date"). Therefore, the latest date on which the Agreement is signed will be the Effective Date.

WHEREAS, on or about August 14, 2018, Plaintiff filed a Complaint in the Eighth Judicial District Court, Clark County, Nevada ("District Court"), case number A-18-779437-C (the "Lawsuit"), for damages allegedly related to Plaintiff's treatment at UMC on or about August 7, through August 14, 2017 (the "Subject Events").

WHEREAS, on September 6, 2019, Plaintiff filed a First Amended Complaint.

WHEREAS, to avoid the further expense, delay and uncertainty of litigation, the Parties have decided to settle the Lawsuit pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties represent, warrant, covenant and agree as follows:

1. **Settlement Payment by UMC.** UMC shall pay Plaintiff a total of Forty-Five Thousand Dollars (\$45,000.00) ("Settlement Payment") for release and discharge of all claims and actions brought for any alleged negligence, or other theory of liability against the said Releasees herein, and for any causes of action for mental, physical, emotional or other injuries or distress. This settlement payment is apportioned as follows: Releasee will pay No Dollars and No Cents to Grace Thompson as the Personal Representative of the Estate of Lucky Thompson; and Releasee will pay Forty-Five Thousand Dollars (\$45,000.00) to Grace Thompson, individually. The settlement check will be made payable to "Stovall & Associates". The above-referenced payment is intended to constitute "damages on account of personal injuries arising from an occurrence", within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The parties agree to a mutual waiver of attorney's fees and litigation costs in exchange for a Stipulation and Order for Dismissal with prejudice of all claims filed on behalf of Grace Thompson as the Personal Representative of the Estate of Lucky Thompson. The Parties further agree that counsel for the Parties shall execute and file a stipulation and order dismissing the Lawsuit in its entirety, including all claims, with prejudice. The Parties shall each bear their own attorneys' fees and costs, and none of the Parties shall owe any other Party to this Agreement any other amount. This Agreement is contingent upon and subject to the UMC Governing Board's recommendation for approval and the UMC Board of Hospital Trustees' approval. **Plaintiff expressly acknowledges and agrees that this Agreement is contingent upon such recommendation for approval and ultimate approval.**

2. **Release by Plaintiff.** Upon receipt of the Settlement Payment, Plaintiff hereby **RELEASES, ACQUITS AND FOREVER DISCHARGES RELEASEES** from any and all manner of claims, demands, actions, causes of action, charges, suits, rights, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, obligations, and liabilities of any kind or nature whatsoever, whether arising at law or in equity, whether presently possessed or possessed in the future, whether known or unknown, liquidated or

unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted including, without limitation, any claim, obligation, or damages related to the Lawsuit or the Subject Events. This release provision may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein. As further consideration of this Agreement, Plaintiff, on behalf of herself and her affiliates, successors and heirs, and all representatives, agents and attorneys of the foregoing, does hereby release, waive, relinquish, disavow and forever discharge the Releasees, of and from any and all claims, actions, or causes of action (including, without limitation, any claims for contract or tort damages, punitive damages, misrepresentation, violation of any law, statute, or administrative regulation, and any other damages or loss or other form of relief), debts, demands, payments, rights, obligations, loss, judgments, awards, attorneys' fees, costs, interests, damages, lawsuits, liabilities, claims for reimbursement for costs or expenses, offsets, counterclaims and defenses to collection or enforcement, benefits and causes of action of whatever kinds, nature or character, known or unknown, suspected, fixed or contingent, past, present, or future, in law or in equity, that they have, have had, or may have against the Releasees from the beginning of time through and including the date of this Agreement, relating to in any way to the Subject Events or any medical treatment provided by Releasees to Lucky Thompson.

3. Satisfaction of Liens. Plaintiff acknowledges that certain medical providers, Medicare, Medicaid, the Centers for Medicare and Medicaid Services ("CMS"), or other persons or entities may have lien or subrogation rights resulting in payments to or on behalf of Plaintiff with regard or related to the Subject Events and/or Lawsuit described herein. Plaintiff expressly agrees that she is solely responsible for satisfying any and all liens and/or reimbursements and Plaintiff agrees to satisfy any and all liens and/or reimbursements from the proceeds of the Settlement Payment and hereby agrees to hold harmless and indemnify UMC and the other Releasees from any demands, actions, causes of action, liens, or claims of lien based upon any lien claim or subrogation rights claimed by any person or entity with respect to Subject Events described herein. By entering into this Settlement Agreement and Release of All Claims, Plaintiff and Releasees do not intend to shift responsibility of future medical benefits to the Federal Government or CMS, and the Parties intend all responsibility for future medical benefits to befall Plaintiff.

Plaintiff further agrees that if Plaintiff is required to set aside or repay any portion or all of the Settlement Payment to reasonably protect Medicare's interest under the §1395(y) of the Medicare Secondary Payer Statute ("MSP"), or any law related thereto, Plaintiff will be solely responsible for setting aside or repaying such monies from her own funds. Plaintiff also agrees to defend, indemnify and hold harmless Releasees and their attorneys for the consequences of Plaintiff's loss of Medicare benefits or for any recovery CMS may pursue against UMC, the other releases Releasees, and their attorneys. In addition, Plaintiff waives and releases any right to bring any action against UMC, the other Releasees, and their attorneys under §1395(y) of the MSP.

4. Indemnification by Plaintiff. Plaintiff hereby agrees and understands that the objective and intention of UMC and the other Releases is to be released from any and all liability arising out of the Subject Events and/or Lawsuit including, but not limited to, any and all claims by Medicare and/or Medicaid and/or any other government payer, any and all subrogation claims brought by any insurance company or third party, and any and all other suits or claims arising out of the Subject Events and/or Lawsuit that have been or may be asserted against Releasees, to the full extent of the Release provided in paragraph 2 hereinabove. Therefore, Plaintiff hereby agrees to **DEFEND, HOLD HARMLESS AND TO INDEMNIFY RELEASEES** from any and all claims, causes of actions, demands or suits of any kind arising out of or related to the Subject Events and/or Lawsuit that are subject to the Release given by Plaintiff in paragraph 2 hereinabove, including without limitation, any and all claims, causes of action, demands or suits of any kind related to any payment made to or on behalf of Plaintiff related to medical treatment, hospitalization or other medical expenses that Lucky Thompson received related to the injuries or damages arising out of the Subject Events or alleged in the Lawsuit.

5. Dismissal of Pending Lawsuit. Within five (5) calendar days following the receipt of the Settlement Payment, Plaintiff shall submit a stipulation and order to dismiss the Lawsuit against UMC, with prejudice, with each party to bear their own attorney's fees and costs.

6. No Admission. This Agreement is a compromise and is not to be construed as an admission of liability on the part of any Party. By entering into this Agreement, no Party shall be deemed to admit: (i) any liability for any claims, causes of action, or demands; (ii) any wrongdoing or fault; nor (iii) violation of any law, precedent, rule, regulation, or statute. Further, nothing contained in this Agreement may be construed as an admission against the interest of any Party.

7. Attorneys' Fees. The Parties shall bear their own attorney's fees and costs related to the Lawsuit and this Agreement. However, if any Party to this Agreement brings suit against another Party, the purpose of which is to enforce the terms hereof, the prevailing Party in such action shall be entitled to reimbursement for reasonable and actually incurred attorney's fees and costs in so enforcing this Agreement.

8. Acknowledgments. The Parties mutually understand, agree, and warrant that by entering into this Agreement: (a) that no promise or inducement has been offered except as herein set forth; (b) that this settlement is in good faith and is equitable; (c) that this Agreement is executed without reliance upon any statement or representation by any Party or its representatives concerning the nature or extent of the claimed damages or legal liability therefor; (d) the Parties are legally competent to execute this Agreement and to accept full responsibility therefor; (e) that in entering into this Agreement and the settlement and releases that are encompassed herein, the Parties are acting freely and voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to, any other Party or Parties, their attorneys, representatives, or anyone acting or purporting to act on behalf of any Party; (f) that no Party has assigned any claims otherwise released herein; (g) no Party has made or is relying upon any statements regarding the tax consequences of this Agreement and each Party has consulted with their own tax advisors regarding the same; and (h) each Party has the full authority to enter into this Agreement.

9. Entire Agreement. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. All prior and contemporaneous discussions, writings and negotiations have been and are merged into and superseded by this Agreement. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.

10. Successors in Interest. The Parties hereby bind themselves, their companies, corporate entities, legal entities, affiliates, subsidiaries, guardians, agents, attorneys, legal representatives, fiduciaries, successors, predecessors, principals, officers, members, directors, representatives, partners, business owners, managers, corporate personnel, licensees, employees, servants, heirs, spouses, administrators, executors, trusts, trustors, trustees, assignees, personal representatives, sureties, and guarantors to this Agreement and to each of its terms and conditions.

11. Representation of Comprehension of Document. In entering into this Agreement, the Parties represent that they have relied upon the legal advice of attorneys of their own choice and that the terms of this Agreement have been completely read and explained, and that those terms are fully understood and voluntarily accepted.



12. Governing Law/Venue. This Agreement shall be governed by the laws of the State of Nevada (regardless of the laws that might otherwise govern under applicable Nevada principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. The Parties must attempt to resolve all disputes, claims and controversies that may arise between them, whether individual, joint in class, in nature or otherwise, regarding this Agreement through Mediation prior to initiating any legal action in a court of competent jurisdiction which shall be located in Clark County, Nevada.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original; and such counterparts shall constitute one and the same Agreement. Any signature page of the Agreement may be detached from any counterpart without impairing the legal effect of any signatures and may be attached to another counterpart identical in form. This Agreement may be executed by signatures provided by portable document format (PDF), facsimile or email, and such signatures shall be as binding and effective as original signatures.

14. No Party Deemed Drafter. No Party shall be deemed to be the drafter of this Agreement. In the event a court ever construes this Agreement, such court shall not construe this Agreement or any provision hereof against any Party as the drafter of the Agreement.

15. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be deemed invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Unknown Claims. The releases set forth in this Agreement are executed with the full knowledge and understanding by the Parties that there may be more serious consequences or damages as a result of the Subject Events, which are now not known, and that more serious and permanent consequences may result from the Dispute. The Parties knowingly, voluntarily, and expressly waive, to the fullest extent permitted by law, any and all rights they may have under any statute or any common law principle that would limit the effect of the foregoing releases based upon their knowledge at the time they executed this Agreement. The Parties understand the provisions of this Section knowingly and voluntarily enter into this waiver with the intention of executing this Agreement to discharge each other and all persons and entities released herein from any and all present and future, foreseen and unforeseen, known and unknown claims and causes of action, including, but not limited to, all matters relating in any way to the Subject Events. The Parties acknowledge and agree that this waiver is an essential and material term of this Agreement, and that, without such waiver, the Agreement would not have been entered into.

17. No Representations Made. No representation of any kind concerning any subject has been made by or on behalf of the Parties or any of the Released UMC Defendants which has in any way influenced the Parties' decision to enter into this Agreement.

18. Non-Disparagement. The Parties agree and covenant that that they will not make any derogatory remarks or statements about any other Party to any person or group. This covenant shall apply to all forms of communication, without limitation, whether oral or written, electronic, by comment to third party or media outlet, via all forms of internet and social media. This obligation of this non-disparagement provision extends to the Parties' respective counsel, without limitation. This non-disparagement provision is a material term of this Agreement and its violation shall constitute a breach of this Agreement.

19. No Assignment of Claims. Plaintiff represents, warrants, and agrees that she is the lawful owners of the right, title, and interest in and to every one of the claims or other matters released herein and that she has not assigned or transferred, nor purported to or attempted to assign or transfer, to any person or entity any of the claims or other matters released herein. Plaintiff further warrants that she will not in the

future assign or transfer any of the claims or other matters released herein and will defend, indemnify, and hold the Releasees harmless from any and all future claims arising out of the Subject Events and Lawsuit.

20. Cooperation. The Parties are expected to promptly execute such additional documents and perform such acts as may be reasonably necessary to effectuate this Agreement, and to cooperate reasonably in the drafting and execution of any other final settlement documentation.

21. No Interpretation of Captions or Headings. The captions and headings within this Settlement Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

22. Post-Execution Survival. The representations, warranties, agreements, and promises made in this Agreement which are contained herein shall survive the execution of this Agreement indefinitely.

23. Neutral Interpretation and Counterparts. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Furthermore, this Agreement may be executed by facsimile, electronic signature, or scanned signature of any party thereto, it being agreed that the facsimile, electronic signature, or scanned signature of any party hereto shall be deemed an original for all purposes. This Agreement is not and shall not be effective, however, unless and until each signatory to this Agreement executes the original and/or a counterpart.

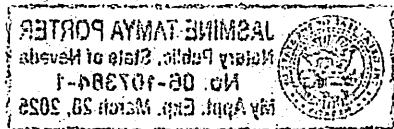
24. Amendments, Modifications, Addendums, and Revisions. This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, addendum, or revision to this Settlement Agreement shall be valid, unless it is in writing and signed by all of the Parties to this Agreement, in which event there need be no separate consideration, therefore.

25. No Waivers. No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part or all of this Agreement, and no waiver shall be valid, unless executed in writing by the waiving Party.

26. Advice of Counsel. Each Party to this Agreement acknowledges that they had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto

**BY SIGNING BELOW, RELEASOR REPRESENTS THAT SHE HAS COMPLETELY AND CAREFULLY READ THE TERMS OF THIS AGREEMENT. RELEASOR ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE WRITTEN IN A MANNER DESIGNED TO BE UNDERSTOOD BY HER, AND THATS SHE HAS HAD THE OPPORTUNITY TO REVIEW THEM WITH COUNSEL OF HER CHOOSING, IF ANY, AND FULLY UNDERSTANDS THEM AND VOLUNTARILY ACCEPTS THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, KNOWN OR UNKNOWN, WHICH RELEASOR HAS OR MAY HAVE AGAINST RELEASEES, AS DESCRIBED MORE FULLY ABOVE.**

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Education – AIDOC Artificial Intelligence Imaging</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive a presentation from Dr. Ashok Gupta, introducing UMC's new AIDOC – Artificial Intelligence for Imaging solution; and take any action deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

Dr. Ashok Gupta will present the Governing Board with information regarding UMC's AIDOC – Artificial Intelligence imaging solution.

Cleared for Agenda  
September 28, 2022

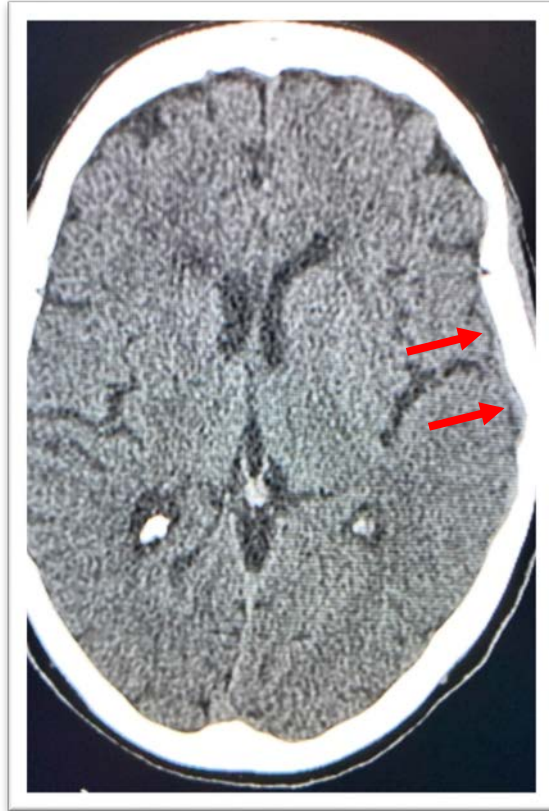
Agenda Item #

**12**

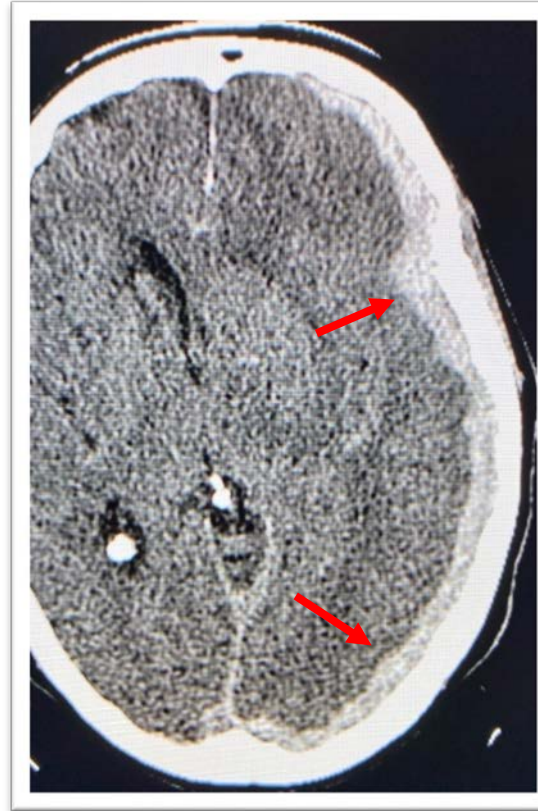




# RP AI Case Study: Intracranial Hemorrhage



Initial presentation  
Subtle hemorrhage missed  
*AI retrospective positive*







36 hours later  
Progressive hemorrhage  
*Required surgical decompression*

Benefits of RP Acute AI Program:

- Improved/earlier detection
- Less invasive/expensive treatment
- Shorter hospital stay
- Better patient outcomes

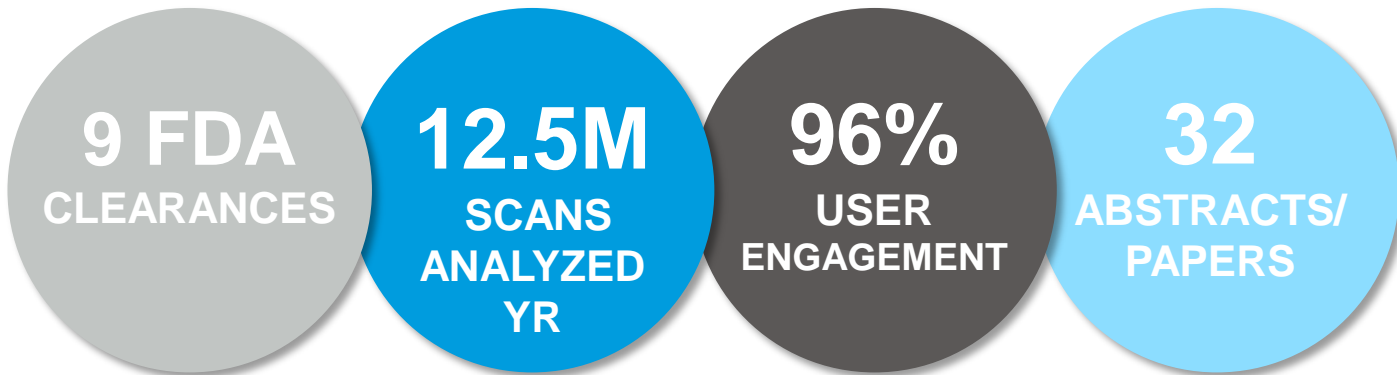
# Clinical Improvement using AI

	Published range of misses <b>without</b> AI	% of positive findings <b>caught</b> only by AI	
ICH	2-11%		<b>4.2%</b>
PE	3.5%-13%		<b>6.8%</b>
Incidental PE	25-82%		<b>45.2%</b>
Vessel occlusion	16-20%	800 Bed System	<b>2.1%</b>
C-spine fracture		Beth Israel Lahey Health 	<b>11.1%</b>
Intra-abdominal free air	17%	1,100 Bed System	<b>6.7%</b>



# RP Acute AI Program

powered by **aidoc**



With over 900 medical center clients



# RP AI Program



## Acute

- Neuro
  - Intracranial hemorrhage
  - Large vessel occlusion
- Body
  - Pulmonary embolism
  - Pneumothorax
  - Abdominal free air
- Musculoskeletal
  - C-spine fracture
  - Rib fracture



## Outpatient

- Neuro
  - Brain aneurysm
- Body
  - Aortic aneurysm
  - Pulmonary nodules
  - Coronary artery calcifications
  - Normal/abnormal CXR
- Breast
  - Screening mammography



## Patient Capture

- Reporting
  - Automated recommendations
  - Automated impressions
- Follow-up
  - Acute care coordination
  - Incidental follow-up
- Imaging Center Operations
  - Scheduling
  - MR/PET throughput



Available for Clinical Use

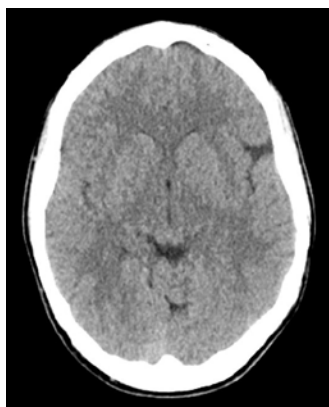


Awaiting FDA clearance and/or RP validation

# AI-Enabled Triage

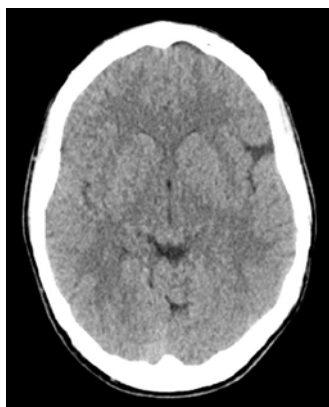
*Caring for critically ill patients first*

10:00p



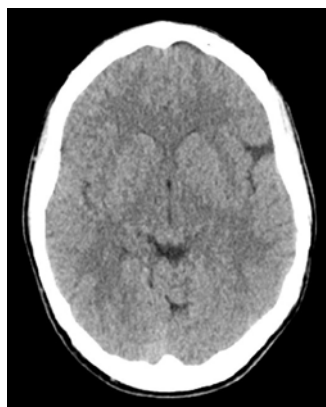
Patient A

10:10p



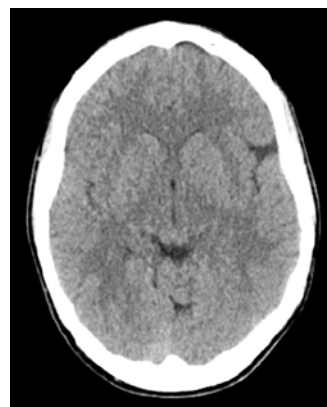
Patient B

10:20p



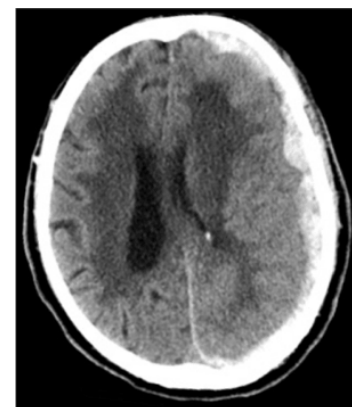
Patient C

10:30p



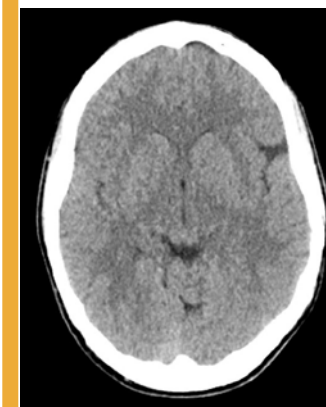
Patient D

10:40p



Patient E

10:50p

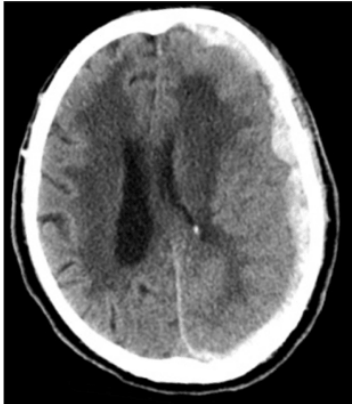


Patient F

# AI-Enabled Triage

*Caring for critically ill patients first*

10:00p



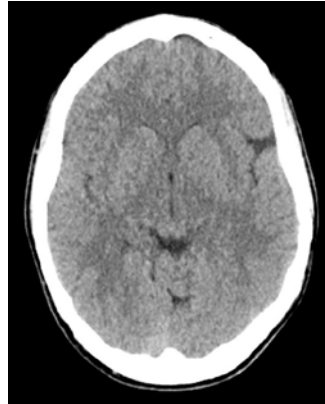
Patient E

10:10p



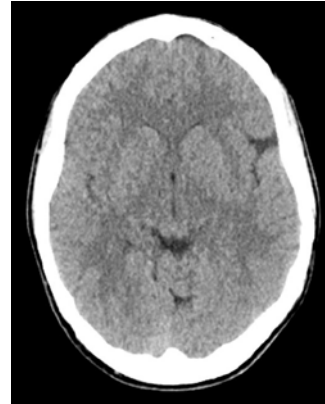
Patient A

10:20p



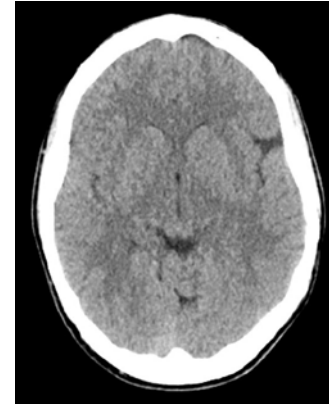
Patient B

10:30p



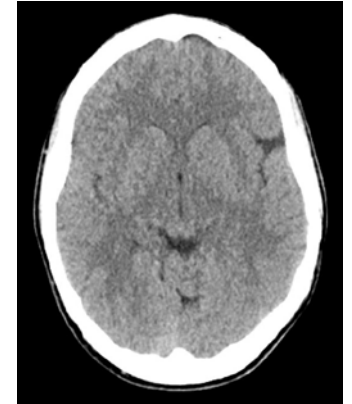
Patient C

10:40p



Patient D

10:50p



Patient F

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Education – ICARE4U Training</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive ICARE4U training from Danita Cohen, UMC Experience Officer; and take any action deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive ICARE4U Training.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**13**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Education – UMC Evening of Hope Gala</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update on the UMC Evening of Hope Gala; and take any action deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update on the UMC Evening of Hope Gala.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**14**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Report from Governing Board Audit and Finance Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the September 21, 2022 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda  
September 28, 2022

Agenda Item #

**15**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Monthly Financial Report for August FY23 Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update on the monthly financial report for August FY23; and take any action deemed appropriate</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update on August FY23 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda  
September 28, 2022

Agenda Item #

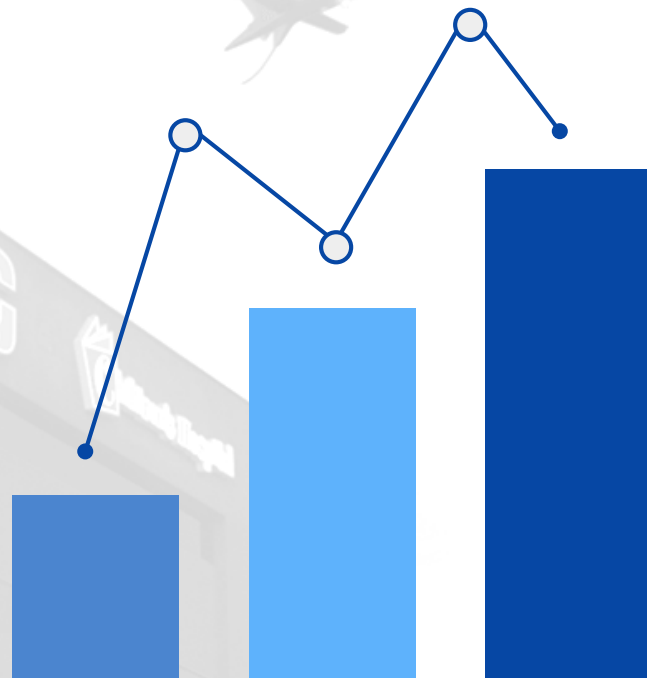
**16**





# August 2022 Financials

GB Meeting



# KEY INDICATORS – AUG

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	21,128	19,676	7.38%	20,917	211	1.01%
Total Admissions	1,914	1,996	(4.12%)	1,904	10	0.53%
Observation Cases	956	1,004	(4.78%)	1,004	(48)	(4.78%)
AADC	682	635	7.38%	675	7	1.01%
ALOS (Admits)	7.05	6.46	9.05%	6.70	0.35	5.22%
ALOS (Obs)	1.13	1.51	(25.45%)	1.51	(0.39)	(25.45%)
Hospital CMI	1.84	1.93	(4.78%)	1.87	(0.04)	(1.93%)
Medicare CMI	1.97	2.10	(6.21%)	2.04	(0.07)	(3.40%)
IP Surgery Cases	811	797	1.78%	761	50	6.57%
OP Surgery Cases	524	573	(8.61%)	546	(22)	(4.03%)
Transplants	12	12	0.00%	12	-	0.00%
Total ER Visits	9,728	9,913	(1.86%)	9,624	104	1.08%
ED to Admission	10.27%	-	-	8.59%	1.68%	-
ED to Observation	11.14%	-	-	10.71%	0.43%	-
ED to Adm/Obs	21.41%	-	-	19.31%	2.11%	-
Quick Cares	17,119	16,533	3.54%	17,472	(354)	(2.02%)
Primary Care	6,942	5,265	31.85%	5,253	1,689	32.15%
Deliveries	129	135	(4.39%)	131	(2)	(1.53%)

# SUMMARY INCOME STATEMENT – AUG



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$68,180,095	\$68,935,319	(\$755,224)	(1.10%)	↓
Net Patient Revenue as a % of Gross	17.60%	18.80%	(1.19%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$66,645,445	\$68,297,772	\$1,652,328	2.42%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$1,534,650	\$637,546	\$897,104	140.71%	↑
Add back: Depr & Amort.	\$2,819,402	\$2,868,032	\$48,631	1.70%	↑
Tot Inc from Ops plus Depr & Amort.	\$4,354,052	\$3,505,579	\$848,473	24.20%	↑
Operating Margin (w/Depr & Amort.)	6.39%	5.09%	1.30%	-	

# SUMMARY INCOME STATEMENT – AUG YTD



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$135,138,000	\$136,873,157	(\$1,735,158)	(1.27%)	↓
Net Patient Revenue as a % of Gross	17.84%	18.80%	(0.96%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$134,445,612	\$135,631,095	\$1,185,483	0.87%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$692,388	\$1,242,062	(\$549,675)	(44.25%)	↓
Add back: Depr & Amort.	\$5,600,141	\$5,736,373	\$136,232	2.37%	↑
Tot Inc from Ops plus Depr & Amort.	\$6,292,529	\$6,978,436	(\$685,907)	(9.83%)	↓
Operating Margin (w/Depr & Amort.)	4.66%	5.10%	(0.44%)		

# SALARY & BENEFIT EXPENSE – AUG



	Actual	Budget	Variance	% Variance	
Salaries	\$26,013,433	\$25,110,930	(\$902,503)	(3.59%)	⬇️
Benefits	\$11,885,741	\$12,583,255	\$697,515	5.54%	⬆️
Overtime	\$1,105,795	\$1,540,212	\$434,418	28.21%	⬆️
Contract Labor	\$831,911	\$847,614	\$15,703	1.85%	⬆️
<b>TOTAL</b>	<b>\$39,836,879</b>	<b>\$40,082,011</b>	<b>\$245,132</b>	<b>0.61%</b>	⬆️

# EXPENSES – AUG

	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,570,803	\$3,804,064	\$233,261	6.13%	↑
Supplies	\$11,568,921	\$12,278,236	\$709,316	5.78%	↑
Purchased Services	\$5,909,331	\$6,168,266	\$258,934	4.20%	↑
Depreciation	\$2,261,368	\$2,262,609	\$1,241	0.05%	↑
Amortization	\$558,034	\$605,424	\$47,390	7.83%	↑
Repairs & Maintenance	\$866,240	\$914,282	\$48,042	5.25%	↑
Utilities	\$565,265	\$474,423	(\$90,842)	(19.15%)	↓
Other Expenses	\$1,386,830	\$1,517,547	\$130,718	8.61%	↑
Rental	\$121,774	\$190,911	\$69,137	36.21%	↑
<b>Total Other Expenses</b>	<b>\$26,808,566</b>	<b>\$28,215,762</b>	<b>\$1,407,196</b>	<b>4.99%</b>	<b>↑</b>

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Kirk Kerkorian School of Medicine Dean's Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda  
September 28, 2022

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>CEO Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda  
September 28,2022

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# CEO Update Governing Board September 2022

- Service Line Updates
  - Ortho
  - Anesthesia
  - CVT
- Public Lab Expansion
- Integrative Joint Program – 600 total joints to date
- Enhanced Security Measures
- UMC Online Care marketed exclusively to Wynn guests
- October 1<sup>st</sup> Memorial Blood Drive – Delta Point
- Halloween Safe-tacular – Oct. 29<sup>th</sup> at Clark County Amphitheater
- Evening of Hope Gala October 20<sup>th</sup>

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None.

Cleared for Agenda  
September 28, 2022

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