



MANAGEMENT SYSTEM CERTIFICATION / ACCREDITATION

Agreement ("Agreement")

Section I - Cover letter

"Customer"

Legal entity:	University Medical Center of Southern Nevada	Doing business as:	University Medical Center of Southern Nevada
Legal entity VAT no:	N/A	Customer no.(id):	10702379
Contact person:	Patty Scott	Phone/mail:	702-207-8257; Patricia.Scott@umcsn.com
Business address:	1800 West Charleston Blvd., Las Vegas, NV 89102	Invoicing address:	1800 West Charleston Blvd., Las Vegas, NV 89102
Is purchase order no. required to process invoice:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes; P.O. no: N/A		
Customer Type:	<input checked="" type="checkbox"/> Hospital <input type="checkbox"/> Critical Access Hospital <input type="checkbox"/> Psychiatric Hospital <input type="checkbox"/> Certification in Infection Prevention (CIP) <input type="checkbox"/> Heart Failure Program Certification (HFPC) <input type="checkbox"/> Hip & Knee Replacement Certification (HKRC) <input type="checkbox"/> Palliative Care Program Certification (PCPC)	<input type="checkbox"/> Shoulder Surgery Program Certification (SSPC) <input type="checkbox"/> Spine Surgery Program Certification (SSPC) <input type="checkbox"/> Sterile Processing Program Certification (SPPC) Stroke Program: <input type="checkbox"/> ASR <input type="checkbox"/> CSC <input type="checkbox"/> PSC <input type="checkbox"/> PSC+ <input type="checkbox"/> Ventricular Assist Devices Credentialing (VADC) <input type="checkbox"/> Other (see Deliverables)	

"DNV"

Legal entity:	DNV Healthcare USA Inc.		
Legal entity VAT no:	N/A	Work Order/Quote ID:	84351447
Contact person:	Kelly Proctor	Phone/mail:	470-553-0670
Business address:	1400 Ravello Drive, Katy TX 77449		

Work/project

Project name:	NIAHO®/ISO 9001
Commencement date:	Unannounced
Project number (if applicable):	TBD

Work Execution

DNV shall execute the Work as described in the Scope of Work and Remuneration section (Section III, below), in accordance with the provisions of this Agreement, and in application of the relevant technical requirements and criteria.

Deliverables

NIAHO®/ISO 9001

Special conditions





This Agreement shall consist of: Section I - Cover letter, Section II - General Terms and Conditions, Section III – Scope of Work and Remuneration, the applicable attachments, as well as the Privacy Statement which can be downloaded from www.dnv.com, which together constitute the integrated entire Agreement between the parties, superseding and replacing all prior agreements, understandings or representations relating to the subject matter hereof. The above listed documents in the Agreement shall be interpreted as one agreement and in case of any ambiguities or contradictions between the various documents, the documents shall take precedence in the order listed here: Agreed Special Conditions, General Terms and Conditions, Scope of Work and Remuneration, the Cover Letter, and any attachments. No amendment and/or variation to the Agreement shall be considered binding or valid unless set out in writing and duly signed by the authorised representatives of both parties. Any terms and conditions included in any of Customer's purchase orders shall be disregarded unless explicitly agreed to and duly signed by the authorised representatives of both parties as amending specific terms of this Agreement. Should any provision of this Agreement be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of this Agreement. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision. This Agreement is made in duplicate, one original for each party hereto. This Agreement shall be duly signed by the Customer's authorised representative prior to any commencement of the Work, failing which, the Customer acknowledges that DNV is entitled to postpone or cancel the performance of the Work.

Place:

Place: Katy, TX

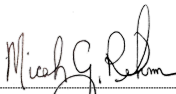
Date :

Date : 10/26/2024

for Customer

for DNV

Mason Van Houweling
Chief Executive Officer



(name)
(title)
Vice President of Operations



Section II – General Terms and Conditions

1 Definitions

- 1.1 **"Accreditation"** means the process of reviewing, verifying, documenting, and monitoring a healthcare organization's compliance with DNV requirements that correspond with the Medicare Conditions of Participation or Conditions for Coverage during the relevant time period. DNV's NIAHO® Accreditation Programs are approved by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS"), thus DNV-accredited organizations may be "deemed" as meeting CMS requirements for participating providers in federal benefit programs. DNV NIAHO® Accreditation Programs incorporate the Quality Management System Requirements of ISO 9001. As used in these terms and conditions, Accreditation includes "Credentialing", as defined below
- 1.2 **"Certification"** means the process of reviewing, verifying, documenting, and monitoring a healthcare organization's compliance with advanced requirements in quality management, clinical specialties, services, or service lines during the relevant time period. DNV Certification may address (i) an individual clinical specialty, (ii) a range of services within a specialty, (iii) an advanced center of excellence, and/or (iv) an organization's overall quality management system. DNV Certification represents compliance to the applicable scheme or standard, and may be recognized by local, state, national, or global authorities as meeting or exceeding comparable programs.
- 1.3 **"Certificate"** means the DNV final Deliverable for the relevant accreditation/certification scheme or standard.
- 1.4 **"Credentialing"** means the process of reviewing, verifying, documenting, and monitoring a healthcare organization's compliance with DNV requirements that correspond with certain facility standards under Medicare National Coverage Determinations during the relevant time period. DNV is approved by CMS as a Credentialing Organization for facilities providing placement of Ventricular Assist Devices as Destination Therapy ("VAD"), thus DNV VAD-Credentialed organizations may provide covered VAD services under NCD 20.9.1.
- 1.5 **"DNV Accreditation Process"** means the DNV Healthcare NIAHO® Accreditation Process, as reviewed and approved by CMS, which sets forth the procedures for pre-survey, survey, post-survey, accreditation issuance, and continual monitoring activities to ensure organization compliance with accreditation requirements.
- 1.6 **"DNV Group"** means DNV, together with its parent, affiliate and subsidiary companies, and its and their respective directors, officers, managers, agents, employees and subcontractors, as well as any other person or entity acting on its/their behalf.
- 1.7 **"Work"** means DNV's performance of an ISO 9001 compliance or certification and accreditation survey and/or program-specific certification(s), as further described in the Scope of Work.

2 General obligations

- 2.1 The Work shall be executed as described in the Scope of Work in accordance with the provisions of this Agreement; any agreed applicable accreditation and designation rules and standards; all applicable legislation; and any regulations that may be passed pursuant to a regulatory body that governs the relevant Work, including but not limited to DNV's NIAHO® Accreditation Requirements, the DNV Accreditation Process or applicable program certification requirements.
- 2.2 DNV shall at its sole discretion appoint qualified DNV personnel for the performance of the Work. Unless otherwise agreed, at any time, and without extra cost and risk for Customer, substitute personnel may be assigned to the Work, provided that any substituting personnel are suitably qualified.
- 2.3 The performance of the Work under this Agreement may be subcontracted to any DNV affiliate or any duly qualified independent contractor. Such subcontracting shall not relieve DNV from its obligations under this Agreement.
- 2.4 DNV may, on its own account and at no additional cost to Customer, extend the assessment team with an observer(s) for purposes such as training, peer evaluations and supervision by CMS or other accreditation/certification scheme owner. In each instance, if permitted and feasible, Customer shall be notified in advance in writing.
- 2.5 Customer warrants that it has the necessary rights to provide all relevant, accurate, and complete data, documentation and information required for the Work including if relevant, evidence via third parties. Unless it is explicitly agreed as part of the Work that DNV shall identify discrepancies, errors, inconsistencies, or omissions in the information provided by Customer, the Customer is responsible for all aspects of the information it provides, and DNV is entitled to rely on the accuracy and completeness of such information in the performance of the Work. Customer understands that the duty to provide and update information is a continuing one and lasts for the duration of the validity of

Deliverables issued under the Agreement. If DNV receives a complaint or inquiry that, in the opinion of DNV, requires investigation, Customer will provide all information as DNV reasonably requests to investigate the matter. All technical documentation, information, data, reports, and information provided for the purpose of the Work shall be in English, unless otherwise agreed in advance with DNV. All Customer personnel that shall be interviewed or required to provide information in relation to the Work, shall speak English or such other local language as agreed in advance with DNV.

- 2.6 Customer shall in a timely manner provide DNV with all requested access to Customer's sites and facilities and, if necessary, procure the consent to access third party sites as agreed in advance or in accordance with a timetable dictated by the relevant scheme or standard. If there is a delay in access to a site not attributable to DNV, then DNV shall not be held liable for any subsequent delay in delivery of the Work.
- 2.7 DNV reserves the right to make unannounced visits to Customer sites and facilities if reasonably required to ensure Customer compliance with the relevant scheme or standard. If DNV is not permitted access to a necessary site or facility, DNV reserves the right to suspend or withdraw the Certificate in accordance with Article 5 (Issuance and Maintenance of Certificate) below.
- 2.8 Any documented error or defect in the Work will be rectified by DNV within a reasonable period of time, at DNV's sole cost, provided said error or defect is caused by DNV, and that Customer notifies DNV of said error or defect within sixty (60) days after completion of the Work. This warranty is EXCLUSIVE AND, EXCEPT AS STATED HEREIN, DNV MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER'S SOLE REMEDY AND DNV'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN THE WORK WHICH ARE BASED IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION. The Customer acknowledges that Customer is not relying on DNV's skill or judgment in selecting or furnishing a system for any particular purpose, and there are no warranties which extend beyond the description on the face hereof.

3 Taxes and Remuneration

- 3.1 Each party is solely responsible for paying any and all taxes to any public authority wherever such taxes are levied on the activities of such party. For the purpose of this Agreement, any and all prices, fees, rates or remuneration are agreed as stated exclusive of any form of sales taxes, value added tax, and/or any other similar taxes which may be applicable.
- 3.2 Customer shall affect payment as agreed in the Cover Letter to DNV for the Work, including any Variations, to DNV's bank account stated on the invoice within thirty (30) days of the date of the invoice.
- 3.3 Intentionally Omitted.
- 3.4 All payments shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of, any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.
- 3.5 If and to the extent Customer has to withhold taxes or other payments according to applicable laws, Customer shall deduct and withhold such amounts from payments to DNV and pay the amount to the competent tax authority or any other relevant governmental body. Customer shall inform DNV about such withholding prior to making the payment and shall use reasonable efforts to cooperate with DNV in seeking double tax treaty relief and/or other exemptions and reliefs available, hereunder seeking exemptions from any general withholding obligations Customer may have. Customer shall provide DNV with a withholding certificate or tax receipt issued in the name of DNV in accordance with applicable laws.

4 Variations

- 4.1 Customer may in writing request DNV to perform additional reasonably similar work under this Agreement (a "Variation").
- 4.2 Should the Customer request a Variation, or if DNV deems any instruction by the Customer to constitute a Variation, DNV shall set out an overview of the Variation, including the impact on the time schedule and remuneration for such in the form set out in Section II Work Order. Unless the Customer objects in writing to the Section II Work Order within five (5) business days, the Variation shall be deemed as accepted by Customer as an integral part of this Agreement. Should the Customer object to the Variation, the parties shall discuss the



impact of the Variation on the time schedule and remuneration and agree an amended Work Order.

- 4.3 No Variation shall be implemented before a Work Order setting out the extent and the remuneration hereto as well as the revised time schedule has been accepted.

5 Issuance and maintenance of Certificate

5.1 Upon completion of the accreditation/certification process, DNV will at its own discretion issue a Certificate to the Customer, provided DNV finds that there is conformity with the applicable accreditation/certification scheme or standard and payment by the Customer is made in accordance with this Agreement. DNV may publish in the public domain or if required under relevant rules, provide relevant accreditation bodies with a copy of all Certificates issued by it along with the Customer's name and certification history.

5.2 Subject to payment being made by Customer in accordance with this Agreement, Customer shall have the right to use the valid Certificate and certification marks in standard size and design as provided by DNV for the purposes for which such certificates are generally intended and used, including on letters, documents and other promotional material, in accordance with the requirements of the relevant scheme or standard and this Agreement.

5.3 The Certificate shall be made available to third parties in a well-readable manner. Customer shall not adjust or alter the Certificate in any manner whatsoever, including, but not limited to, translating the Certificate. Customer may request a change in detail on the Certificate and provided that, in the reasonable opinion of DNV, it does not change the validity of the Certificate, DNV will issue an amended Certificate on the same terms for the same period of validity as a replacement for an administrative fee to be determined by DNV from time to time.

5.4 In case of (i) incorrect reference to accreditation/certification status or (ii) misleading use of accreditation/certification documents or marks, or (iii) other breach of the applicable requirements for the maintenance and use of the Certificates and the accreditation/certification mark, DNV may at its own discretion decide to take corrective actions, including suspension or withdrawal of Certificate and notification of the transgression. Customer shall immediately implement such corrective actions.

5.5 Customer must undergo all audits/surveys and visits, whether scheduled or unannounced. Customer must report all changes in its operations and management systems (hereunder changes in organization, ownership, new products and services, location, number of employees, major incidents or stakeholder disputes etc.), which may reasonably affect the Certificate, to DNV without undue delay and preferably before execution of such change. Based on this, and provided that the Customer wants to maintain the Certificate, DNV may request to carry out unscheduled audits.

5.6 Customer shall take necessary action in accordance with any non-conformities, observations, improvement opportunities and noteworthy efforts reported by DNV in accordance with the DNV Accreditation Process document. If the agreed timeframe to take necessary action is exceeded, DNV shall be entitled to withdraw or suspend the Certificate.

5.7 Unless explicitly agreed in the Scope of Work, and regardless of anything to the contrary in the requirements of the relevant accreditation/certification schemes or standards, this Agreement does not imply any obligation or duty of care for DNV to inform the Customer of developments in the applicable accreditation/certification requirements or industry practices taking place after the issuance of the Certificate.

5.8 DNV may at its own discretion suspend or withdraw any Certificate issued with immediate effect, if in its sole discretion the requirements stipulated in this Article 5 (Issuance and maintenance of Certificate) are no longer satisfied, or if payment by the Customer is not made in accordance with this Agreement. In particular, if the Customer does not report changes in accordance with the requirements set out in clause 5.6, DNV may suspend the Certificate with immediate effect.

5.9 If this Agreement is terminated by either party according to Article 7 (Termination), DNV shall withdraw the Certificate with effect from the effective date of termination if required by the relevant scheme or standard.

5.10 If the Certificate is suspended or withdrawn, the Customer shall not use or refer to the Certificate. In case of withdrawal, the original Certificate shall be returned to DNV within fourteen (14) days from the date of withdrawal. The Customer may appeal DNV's decision to not issue, or to suspend or withdraw, the Certificate in accordance with the requirements set out in the applicable certification or accreditation scheme.

6 Intellectual Property

6.1 For the purpose of this Agreement, each party shall remain the sole owner of any and all of its intellectual property and rights thereto existing prior to the date of this Agreement, including, but not limited to, protocols and templates for certificates, reports and checklists. DNV shall be entitled to use, for the purpose of its own accreditation / certification activities, the know-how acquired during the performance of the Work. In addition, DNV shall be entitled to use information received or generated under this Agreement in an aggregated form, for the purpose of its accreditation/certification activities.

6.2 DNV shall hold all intellectual property rights to the reports and certificates issued to Customer under this Agreement (the Deliverables), including the copyright. Customer shall hold a restricted, non-transferrable, global and royalty free license to use the valid Certificate in accordance with the applicable requirements, and a global, royalty free license to use the reports for its own internal purposes.

6.3 Customer warrants that it holds all necessary rights to submit documentation and information to DNV for the purpose of the accreditation/certification.

6.4 The Customer shall only make available the Deliverables or parts thereof to third parties without altering the content, context or original language of the Deliverables.

7 Confidentiality and Privacy

7.1 Each party agrees to keep confidential any information it receives from the other party in the course of the Agreement which by denotation or reasonable circumstances is considered confidential to the disclosing party. The recipient party shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that DNV can share such information with its officers, employees, subsidiaries, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein. For the avoidance of doubt, Customer's accreditation, program certification and ISO 9001 certification status (which do not contain PHI) may be disclosed to the public in any manner deemed appropriate by DNV in its sole discretion.

7.2 The obligations hereinabove shall not apply to the extent the information is required to be disclosed to any relevant accreditation body (including but not limited to CMS or certification scheme owner, any competent court, governmental agency, or other relevant public authority in accordance with applicable law, court order or other public regulation. In addition, each party shall be free to disclose, any information to the extent it: (i) was known to the recipient prior to the information being disclosed by the other party, (ii) becomes known to the recipient through a third party without any confidentiality obligation to the disclosing party; or (iii) is or becomes generally available to the public through no act or failure to act on the part of the recipient.

7.3 Notwithstanding the above, DNV shall have the right to (i) use for statistical and analytical purposes any information generated in the course of the Work, provided that such is kept internal or published only in aggregated anonymous forms; (ii) make reference to the Customer in DNV's marketing; (iii) extend the audit team with third parties insofar as is required under the applicable scheme or otherwise as set out in this Agreement.

7.4 The obligations in this section shall survive the completion of the Work or termination of this Agreement and remain in effect for as long as the relevant information is confidential.

7.5 HIPAA / PHI / BAA. Subject to the foregoing, DNV will not disclose any information obtained from Customer related to Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, P.L. 104-109 ("HIPAA") unless allowed or required by statute or regulation. It is Customer's obligation to provide DNV with a Business Associate Agreement ("BAA"), as defined in HIPAA, for any PHI. Unless superseded by that BAA, DNV will, among other required obligations: (i) only use PHI for the purposes and uses Customer directs, including in the Agreement; (ii) will not use or further disclose the PHI other than as permitted or required by Customer or as required by law; (iii) will implement appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent unauthorized use or disclosure of the PHI other than as the Customer directs; (iv) report to the Customer any use or disclosure of PHI not directed by the Customer of which it becomes aware, and to report any security incident (other than mere pings to a firewall) and any breach of which it becomes aware to Customer and, as applicable, to the Secretary of Health and Human Services within 60 days; (v) if applicable, and ; in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of DNV agree to the same restrictions, conditions, and requirements that apply to DNV with respect to such information; and



(vi) provide reasonable assistance to the Customer in fulfilling its applicable obligations under the HIPAA Privacy Rule.

- 7.6 Notwithstanding anything to the contrary in this Agreement, DNV acknowledges that Customer 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 Customer receives a demand for the disclosure of any information related to this Agreement which DNV has claimed to be confidential and proprietary, Customer will immediately notify DNV of such demand and DNV shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. DNV shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of DNV documents in Customer's custody and control in which DNV claims to be confidential and proprietary.

8 Term and Termination

- 8.1 This Agreement shall become effective when duly signed by both parties and remain in full force and effect until terminated by either party in accordance with section 8.2; however in no event will the term of this Agreement exceed beyond five (5) years.
- 8.2 Each party may terminate this Agreement by written notice to the other party under the following circumstances:
- 8.2.1 with immediate effect if the other party commits a material breach of this Agreement and fails to rectify such within ten (10) working days after receipt of the other party's written notice;
- 8.2.2 with immediate effect if the other party becomes insolvent, unable to pay its debts as they fall due, or subject to bankruptcy proceedings, receivership, dissolution, liquidation, wind-up or otherwise discontinue business;
- 8.2.3 for convenience after serving the other party a written notice sixty (60) days prior to termination. The parties may by mutual agreement make the termination notice effective immediately following receipt of termination notice;
- 8.2.4 with immediate effect by DNV if the management system(s) which is the subject of an accreditation/certification review does not meet the essential requirements or the relevant standard or scheme; or
- 8.2.5 with immediate effect by DNV if the Customer repeatedly does not provide documentation requested by DNV within the agreed time limits.
- 8.3 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 Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 8.4 In the event of termination, DNV shall be entitled to full remuneration for the Work carried out prior to the termination and for all documented incurred unrecoverable costs. Customer shall be entitled to the return of funds for Work paid for in advance but not performed at the date of termination of the Agreement, less DNV's documented incurred and unrecoverable costs.
- 8.5 On termination of this Agreement for any reason, DNV may at its sole discretion either withdraw or suspend any certificates.

9 Complaints and Appeals

- 9.1 Customer shall familiarize itself with any Deliverable issued by DNV within a reasonable time after delivery or notification of completion of the Work. Any documented error or defect in the Work shall be rectified by DNV within a reasonable period of time, at DNV's sole cost, provided said error or defect is not attributable to the Customer, Customer's affiliates or Customer's subcontractors and further provided that Customer shall notify DNV of any error or defect the earlier of (a) sixty (60) days after Customer became or should have become aware of such errors or defects or (b) within twelve (12) months from issuance of the relevant Deliverable.
- 9.2 If Customer has a complaint or wishes to appeal a decision made by DNV, it must submit such complaint in writing in accordance with the DNV Accreditation Process document. Once a complaint is received

DNV will inform the Customer in a timely manner of the pending procedure in accordance with the applicable scheme requirements. Until such time as a final decision is made the original decision of DNV will remain in force.

10 Health, Safety and Environment (HSE)

- 10.1 Both parties shall employ reasonable standards for promoting health, safety and environmental sound working environments for their respective personnel and work sites.
- 10.2 The Customer shall promptly inform DNV of: (i) any actual or potential HSE risk which Customer is aware of, and which is reasonably relevant to the performance of the Work, and (ii) any of Customer's implemented or planned measures against such risks that Customer requires DNV's personnel to adhere.
- 10.3 Whenever DNV's performance of the Works involves visits or work on Customer's controlled facility or site, the Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. Whenever DNV's personnel are present on Customer's facilities or sites, they will adhere to Customer's HSE instructions provided to DNV according to this clause 9.3. DNV's personnel, also including its subcontractors, may refuse to carry out any activity, or visit any area or site, if they in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained, or otherwise mitigated. Any such decision shall suspend both parties' obligations, excluding Customer's obligation to pay for performed Work, without any liability or penalty until the parties have agreed on how to proceed.
- 10.4 DNV will perform continuous risk assessments on the health and safety situation of relevant locations where DNV resources will perform Work and DNV reserves the right to decline site visits totally at any time if it is determined by DNV that a site visit would imply breach of law, norm, government recommendation, code or similar, or if DNV considers that its staff will be subject to an unacceptable risk or danger. In such circumstances, DNV may at its discretion (i) provide a remote service option; (ii) postpone the service until the trip is considered safe; or (iii) adjust the scope and the cost of the accepted proposal to exclude the site visit. DNV will not be subject to any type of penalty, consequence, or effect regarding any non-performance of any service or part thereof resulting from DNV's exercise of its rights under this section.
- 10.5 The parties shall conduct their respective business activities in a fair, ethical, and lawful manner in accordance with generally accepted codes of conduct (including but not limited to the DNV code of conduct), avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labor, breach of human rights, or the imposition of unreasonable work conditions.

11 Limitation of Liability; Indemnity

- 11.1 DNV shall not in any way or for any reason be held liable for any of the Customer's or its affiliates' consequential or indirect loss arising from or in connection with this Agreement, including but not limited to interruption or loss of use, business, contract or revenue, loss of goodwill, loss of profit or anticipated profit, loss of production, wasted overhead, cost of substitute equipment, recall costs, downtime costs, product liabilities, or other special, punitive or other forms of indirect losses, howsoever such may arise, whether under contract, tort (including negligence) strict liability or otherwise. For the avoidance of doubt, the parties agree that notice and mitigation costs related to a data breach are direct losses.
- 11.2 Except in case of fraud, fraudulent misrepresentation, or other similar circumstance for which a party may not lawfully limit its liability under this Agreement's applicable law, the maximum cumulative liability of DNV Group arising from or in connection with this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to the lesser of (i) a sum equal to five times the annual remuneration paid under this Agreement, or (ii) three hundred thousand US dollars (USD \$300,000).
- 11.3 To the extent expressly authorized by Nevada law, Customer shall indemnify and hold harmless DNV Group from any costs and expenses which DNV Group may incur due to Customer's failure to comply with its obligations under Article 2 (General obligations) and Article 5 (Issuance and maintenance of Certificate) herein. DNV Group shall indemnify and hold harmless Customer from any and all liabilities, damages, losses, claims, and expenses in connection with a claim asserted by a third party arising from: (i) any breach of this Agreement by DNV Group; (ii) the infringement or misappropriation by DNV Group of a patent, copyright, trademark, trade secret, or other intellectual



property right; or (iii) DNV Group's willful misconduct, fraudulent actions or negligence.

11.4 Customer shall promptly notify DNV in writing of any and all claims against DNV Group arising from, or in connection with this Agreement. Any claim based on breach of this Agreement shall be set forth at the latest within six (6) months from the date when Customer became, or should have become, aware of such claim.

12 Force majeure and restrictions on trade

12.1 Neither party shall be in breach of this Agreement, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of the affected party, including but not limited to armed conflict, terrorist attack, Virus or other cyber-attack, civil war, riots, toxic hazards, pandemics, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labor disputes, breakdown of infrastructure, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence ("**Force Majeure**").

12.2 In the event of a Force Majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation. Either party shall be entitled to terminate the Agreement with immediate effect should the Force Majeure endure for more than thirty (30) days.

12.3 DNV may terminate this Agreement, subject to thirty (30) days written notice to Customer, without any liabilities or penalties, if DNV, its ultimate parent company or its ultimate parent company's subsidiaries or affiliates are subject to sanctions or penalties by the US government, another relevant government, United Nations, European Union or similar organizations related to the Work which is provided hereunder or would be considered to be illegal or in conflict with applicable law for DNV, its subcontractor and/or its subcontractor's parent companies.

13 Law and jurisdiction

13.1 This Agreement shall be governed and construed in accordance with the laws of **the State of Nevada** without regard to principles of conflicts of law.

13.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be brought exclusively in the courts located in **Clark County, Nevada**.

14 Remote Audit Terms (if applicable)

14.1 Where Work will be performed remotely ("Remote Services"), DNV personnel will contact the nominated Customer representatives per the contact details agreed between the parties and provide instructions to the operator of the relevant site, equipment, documents or facilities of the Customer. This will include, but not be limited to, instructions of what should be shown to the DNV auditor on the pictures and/or video - as may be the case from time-to-time Customer shall provide as many photographic images and/or videos as deemed necessary by DNV for the performance of the Remote Services. Further, Customer warrants that where required by an accreditation body, it shall ensure that all sites and/or documentation that are within the scope of the audit can be viewed via a live stream with sufficient visibility and clarity to satisfy the remote auditor.

14.2 Customer will provide the photographic images and/or videos to DNV via an agreed method of delivery. Customer warrants that it shall have all necessary measures in place to prevent introduction of any Virus or Vulnerability affecting the DNV computer systems or infrastructure. As used herein, "Virus" means a thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise);

or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices. "Vulnerability" means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

14.3 Each party shall ensure all systems necessary for the provision of the Remote Services are set up with encrypted communication warranting it has the capabilities to perform the Remote Services. The parties do not warrant that the operation of the Remote Services will be uninterrupted or without problems; however where visual access or documentation is prevented due to a failure in technology, DNV may, at its sole discretion and subject to a mutually agreed revised time schedule and remuneration as a Variation to this Agreement, either (i) arrange another time to repeat the Work, or (ii) send DNV personnel to attend the site, equipment, or facilities in person. **Customer acknowledges that the aforementioned shall be its sole remedy in case of a delay.**

14.4 Customer shall provide suitably qualified personnel, with the necessary skills identified by DNV and capable of participating in and assisting with DNV's performance of the Remote Services, to be present during any Remote Services.

14.5 DNV shall not be liable where it cannot perform the Remote Services as a result of the Customer failing to provide such access or assistance as required in this Clause 14. DNV shall have the right to abort Remote Services in situations where it is deemed impossible to perform the Remote Services due to lack of competency or full co-operation of the Customer's on-site resource, due to the quality of the photographic images and/or videos provided by the Customer or failure to provide a live stream where it is an accreditation requirement. **Customer shall, to the extent expressly authorized by Nevada law, indemnify and hold harmless DNV Group from and against all claims, damages, losses, and expenses resulting from or in connection with Customer's breach of this section.** DNV will have the right to invoice costs both related to the aborted Remote Services and any new services that may be required. The Customer will carry its own costs in relation to any such aborted Remote Services.

14.6 Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage, or corruption during the performance of the Remote Services.

15 Miscellaneous

15.1 All notices under this Agreement shall be in writing. Notices shall be given personally or sent by certified or registered U.S. mail or private express courier and shall be deemed given upon delivery, if given personally, or when deposited with the private courier or U.S. Postal Service with the proper postage affixed, if sent by mail. Notices shall be addressed to each party identified on the first page of this Agreement. Notices to Customer shall also be sent to Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Notices to DNV shall also be sent to Attn: Group Legal at Legal.NA@dnv.com.

15.2 **Non-Excluded Healthcare Provider.** DNV represents and warrants to Customer 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 goods 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 goods or services hereunder. DNV represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such DNV or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement. (collectively "Exclusions / Adverse Actions").



Section III – Scope of Work and Remuneration

SCOPE OF WORK

General Information - Commitment:

List of sites to be certified:

Site:	Scope	Standard	Full Time Equivalent Employees	Hospital ADC or distance from main campus
University Medical Center of Southern Nevada	Main Campus	NIAHO®/ISO 9001	FTE: 4200	ADC: 485
Primary Care at the Medical District, 1524 Pinto Lane, 2nd Floor, Las Vegas, NV 89106	Primary Care Services	NIAHO®/ISO 9001	FTE: 4	Distance: 1
UMC - Aliante Quick Care and Primary Care 5860 Losee Road North Las Vegas, NV 89081	Primary Care Services	NIAHO®/ISO 9001	FTE: 25	Distance: 6
Center for Transplantation 901 Rancho Lane, Suite 250 Las Vegas, NV 89106	Primary Care Services, Specialist Offices Services	NIAHO®/ISO 9001	FTE: 12	Distance: .5
UMC Orthopedic & Spine Center 2231 West Charleston Blvd Las Vegas, NV 89102	Specialist Offices Services	NIAHO®/ISO 9001	FTE: 10	Distance: .5
UMC Blue Diamond Quick Care 4760 Blue Diamond Road, Suite 110 Las Vegas, NV 89139	Quick Care	NIAHO®/ISO 9001	FTE: 25	Distance: 15
UMC - Centennial Hills Quick Care and Primary Care 5785 Centennial Center, #190 Las Vegas, NV 89149	Primary Care Services	NIAHO®/ISO 9001	FTE: 30	Distance: 15
UMC - Enterprise Quick Care 1700 Wheeler Peak Street Las Vegas, NV 89106	Quick Care	NIAHO®/ISO 9001	FTE: 30	Distance: 5
UMC - Nellis Quick Care and Primary Care 61 North Nellis Blvd. Las Vegas, NV 89110	Primary Care Services	NIAHO®/ISO 9001	FTE: 30	Distance: 12
UMC - Peccole Quick Care and Primary Care 9320 West Sahara Las Vegas, NV 89117	Primary Care Services	NIAHO®/ISO 9001	FTE: 30	Distance: 8



UMC Orthopedic & Spine Institute 4231 North Rancho Road Las Vegas, NV 89117	Specialist Offices Services	NIAHO®/ISO 9001	FTE: 30	Distance: 5
UMC - Southern Highlands Primary Care 11860 Southern Highlands Parkway, Suite 102 Las Vegas, NV 89141	Primary Care Services	NIAHO®/ISO 9001	FTE: 12	Distance: 15
UMC - Spring Valley Quick Care and Primary Care 4180 South Rainbow Blvd; Suite 810 Las Vegas, NV 89103	Primary Care Services	NIAHO®/ISO 9001	FTE: 30	Distance: 8
UMC - Summerlin Quick Care and Primary Care 2031 North Buffalo Las Vegas, NV 89128	Primary Care Services	NIAHO®/ISO 9001	FTE: 30	Distance: 10
UMC - Sunset Quick Care and Primary Care 525 Marks Street Henderson, NV 89014	Primary Care Services	NIAHO®/ISO 9001	FTE: 30	Distance: 10
UMC - Wellness Center 701 Shadow Lane, Suite 200 Las Vegas, NV 89106	Primary Care Services, Specialist Offices Services	NIAHO®/ISO 9001	FTE: 12	Distance: .3
UMC Express Care at LAS 5757 Wayne Newton Blvd. Las Vegas, NV 89119	Quick Care	NIAHO®/ISO 9001	FTE: 15	Distance: 9

Total number of full-time equivalent employees: 4529

NIAHO® Accreditation requires compliance with ISO 9001 requirements within three years of initial NIAHO® Accreditation.



REMUNERATION

Survey Description	Maximum Surveyor Days	Timeframe
NIAHO® Accreditation (General, informal ISO education will take place at this survey)	24	Year 1 Unannounced
NIAHO® Accreditation & ISO 9001 Pre-Assessment	16	Year 2 One year after Year 1
NIAHO® & ISO 9001 Stage One	16	Year 3 One year after Year 2

Schedule	Survey Fees	Date Due
Survey Year 1	\$136,145	Invoice will be sent and payment is due prior to survey being conducted Expenses are included in Survey Fees
Survey Year 2	\$97,085	Invoice will be sent after completion of survey
Survey Year 3	\$97,085	Invoice will be sent after completion of survey
<ul style="list-style-type: none"> • Minimum off-sites visited each year 4 • Note: The ISO Compliance/Certification Survey (Stage 2) will occur in year four. 		

Additional Terms

1. Fee payments are spread over the three-year Accreditation/Certification period and do not include additional surveys or visits mandated by the applicable Accreditation/Certification requirements. These excluded services will require a separate Addendum to outline the Scope of Work and Remuneration and shall be executed by both parties prior to performance of work. DNV shall not be liable for any impact to Customer, or its issued Certificate(s), should execution of such Addendum be delayed or declined.
2. An additional surcharge will apply to any location outside the continental United States.
3. The amounts quoted above are valid for a period of sixty (60) days from the date of issuance of this Agreement. The Agreement is subject to repricing if returned by the Customer after this date.
4. The ISO 9001 Compliance/Certification Survey will occur in year four. Any follow-up or Special Survey (as defined in DNV policy), early ISO 9001 Certification or Compliance survey or other services requested by the Customer will be charged at the prevailing rate for survey fees and expenses at the time the Survey Agreement for ISO 9001 & DNV activities was signed plus a surcharge to cover extraordinary expenses as determined in the reasonable discretion of DNV.
5. **PRICE ESCALATION:** Prices may be revised once annually effective on the Agreement anniversary date and calculated using the U.S. Consumer Price Index-All Urban Consumers, All Items, Based Period: 1982-84=100, Series I.D. CUUR0000SA0 if this index increases more than five (5) percent annually; however, in no event shall the price escalation exceed three percent (3%) of the prior year's survey fee.