

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
EPIC STRATEGIC PROJECTS**

HUMMINGBIRD HEALTHCARE
NAME OF FIRM
Raychel Haberer, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(971) 415-5493
(AREA CODE) AND TELEPHONE NUMBER
contracting@hummingbird.healthcare
E-MAIL ADDRESS

AGREEMENT FOR EPIC STRATEGIC PROJECTS

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" or "Customer"), and HUMMINGBIRD HEALTHCARE, INC., a Delaware corporation with its principal place of business at 1825 Ponce De Leon Blvd #805, Coral Gables, FL 33134 (hereinafter referred to as "COMPANY" or "Hummingbird"), for Epic Strategic Projects (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY are collectively referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement sets forth the general terms and conditions for which COMPANY shall provide services to HOSPITAL as more fully set forth in the **Exhibit A**, Scope of Work, as requested by HOSPITAL and agreed to by COMPANY; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$4,350,000.00 unless otherwise mutually agreed, excluding all travel, lodging, meals and miscellaneous expenses, as further described herein.

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

This Agreement shall begin on the Effective Date. The term of this Agreement shall commence on the date on which the services first begin (the "Service Commencement Date") and shall continue for a period of three (3) years thereafter, unless terminated in accordance with this Agreement (the Term). The Parties agree that the Service Commencement Date shall be mutually determined in writing by the Parties and documented in a written amendment to this Agreement. HOSPITAL agrees to retain COMPANY to provide the services described in the applicable Scope of Work (**Exhibit A**), beginning on the Service Commencement Date, which is anticipated to occur within 90 days of the Effective Date. During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL may request an extension of the Agreement for up to an additional three (3) months, subject to the mutual written agreement of the Parties. HOSPITAL must provide at least one hundred twenty (120) days' prior written notice of any requested extension. In the event of an agreed extension, COMPANY shall have the right to increase its fees by up to five percent (5%), or such other amount as the Parties may mutually agree in writing.

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 \$4,350,000.00. 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 [REDACTED] calendar days after receipt of an accurate invoice.
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**, 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 10 business days of the date of the invoice

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. In the event of a dispute regarding any invoice submitted by COMPANY, HOSPITAL shall notify COMPANY within 15 days of the invoice date. HOSPITAL shall provide COMPANY the basis of the dispute within 10 business days of such notification (“**Dispute Notice**”). If HOSPITAL disputes any amounts set forth on an invoice, HOSPITAL will pay the undisputed amounts in accordance with this Section II. If invoiced amounts are determined to be outstanding upon resolution of the dispute, HOSPITAL will pay the remaining portions promptly following dispute resolution and in no event later than 30 days after dispute resolution.
5. If at any point HOSPITAL’s unpaid account balance is more than [REDACTED] days overdue ([REDACTED] [REDACTED]) on (A) any invoice that is not disputed in good faith, or (B) any disputed amounts for which HOSPITAL waived its right to dispute, COMPANY shall have the right (1) to immediately suspend any or all services under the applicable SOW, until such time as the unpaid and overdue balance is paid in full;
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after [REDACTED] 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 mutual written agreement of the Parties, 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; provided, however, that scope changes to Flexible Staffing services that remain within the applicable annual fee cap may be approved in accordance with Section 2.4 of Exhibit A and shall not require a formal amendment or change order. .

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 and the mutual written agreement of the Parties; provided that Flexible Staffing services approved in accordance with Section 2.4 of Exhibit A and within the applicable annual fee cap may be authorized by written confirmation between the Parties

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 or their designee. Should the Manager be unable to complete his or her responsibility for any reason, COMPANY shall make commercially reasonable efforts to make a required replacement within fifteen (15) days. COMPANY shall provide written notice to HOSPITAL of any such replacement.
- 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 that are provided to COMPANY in writing as followed by HOSPITAL's on-site staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies to COMPANY, including all amended policies. For clarification purposes, COMPANY's personnel not working from HOSPITAL's facilities will not be required to comply with compliance policies solely applicable to employees working from HOSPITAL's facilities. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- 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 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 knowingly 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.
- Except as may be set forth in **Exhibit A**, COMPANY or its licensors (as applicable) are and will remain the sole and exclusive owners of all right, title, and interest in the pre-existing materials associated with the Services (e.g., documents, know-how, software, templates, work flows), all modifications, adaptations, and derivatives of such materials, and any intellectual property rights associated with the Services (whether registered or unregistered, anywhere in the world) (collectively, "**COMPANY IP**"). Unless expressly set forth in **Exhibit A**, HOSPITAL acknowledges and agrees that the COMPANY IP will not be "work product" or "work made for hire" under this Agreement and remains the sole property of COMPANY.
- 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.
- K. HOSPITAL acknowledges that COMPANY will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to COMPANY by HOSPITAL in performing its obligations under this Agreement.
- L. COMPANY may perform the services from the HOSPITAL locations approved by HOSPITAL and remote locations (including from their home locations) in accordance with COMPANY's remote working and work from home practices.

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, Don Barnwell, telephone number (702) 383-7840 or his 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. 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. HOSPITAL is responsible for performing the HOSPITAL responsibilities set forth in this Agreement (the "HOSPITAL Responsibilities"). The HOSPITAL Responsibilities include (A) complying with the requirements set forth in Exhibit A and this Section VII; (B) performing its obligations related to implementation of the services; (C) obtaining consent from third parties necessary for COMPANY to provide services; and (D) providing time-sensitive approvals and decisions. HOSPITAL is responsible for its receipt and use of the services and will substantiate that the scope of each of the services meets HOSPITAL's operational, technical and other requirements.
- F. COMPANY's delay in performing or failure to perform its obligations will be excused to the extent such delay or failure is caused by: (A) HOSPITAL's failure or delay in performing any HOSPITAL Responsibilities; (B) any actual or alleged infringement of the proprietary rights or information of a third party by HOSPITAL; or (C) HOSPITAL's or its agents, brokers or contractors tortious acts or omissions, intentional misconduct, fraud or violation of law.
- G. HOSPITAL will obtain, maintain and comply with all licenses, consents, permits, approvals and authorizations that are authorizations to perform its obligations under this Agreement and allow COMPANY to perform the services for its benefit, including those necessary to allow COMPANY to access and use HOSPITAL's owned and leased assets and any software, services, documentation or other tools subject to third-party contracts and those necessary to share HOSPITAL data, including PHI (as defined below), with COMPANY in compliance with HIPAA (as defined below) and other applicable laws.
- H. Notwithstanding the authority granted to COMPANY under this Agreement, HOSPITAL shall retain the authority to direct the medical and ethical aspects of HOSPITAL's medical practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such individuals practice. HOSPITAL and its licensed professionals shall exercise independent professional medical judgment as it relates to the practice of medicine with its patients. COMPANY shall not exercise any control over matters related to the practice of medicine or professional medical judgment and nothing in this Agreement is intended or shall be construed to allow COMPANY to exercise control, influence, or direction over the manner or method by which HOSPITAL or its licensed professionals exercise professional medical judgment. The rendering of all medical services and the practice of medicine shall be the sole responsibility of HOSPITAL and its licensed professionals, and COMPANY shall not interfere in any manner or to any extent therewith.

SECTION VIII: TIME SCHEDULE

- A. [REDACTED]
- 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. [Reserved]

B. Termination

1. Termination for Cause

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

- a. not less than 30 calendar days written notice of intent to terminate and the other Party has failed to cure such material breach within such 30-day notice period; and
- b. an opportunity for consultation with the terminating Party prior to termination.

In the event that HOSPITAL fails to timely pay any fees not subject to dispute in accordance with Section II, such failure will be deemed a material breach hereunder, and COMPANY may terminate this Agreement upon 30 days' notice to HOSPITAL if the fees have not been paid by the end of such 30-day notice period.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by either Party for its convenience; but only after the other Party is given not less than [REDACTED] 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 and the termination fees set forth in **Exhibit A**.

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 termination or expiration of this Agreement, COMPANY shall promptly discontinue all services affected 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, upon request from the other Party, 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 and the requirements in subsection 2(b) of this Section IX shall apply.
- 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

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. Using the same degree of care the COMPANY ordinarily uses with respect to its own confidential information, but in no event less than reasonable care, HOSPITAL will hold in strict confidence all non-public, confidential or proprietary information of COMPANY disclosed or made available to HOSPITAL. 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**. COMPANY may use HOSPITAL's data to create anonymized or de-identified HOSPITAL data (the "De-Identified Data Set") for purposes of aggregating data and preparing reports and statistics regarding use and functioning of the services by COMPANY's various customers, improving any COMPANY materials, creating new COMPANY solutions to serve industry needs, and conducting research and analysis related to the services, which may be distributed to its customers and potential customers, so long as COMPANY maintains the confidentiality of the HOSPITAL data, including any PHI, and HOSPITAL's identity in accordance with this Agreement. COMPANY will use the HOSPITAL data, including the De-Identified Data Set, in accordance with all applicable laws, including 45 CFR §164.514. Notwithstanding the foregoing, COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

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

J. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as

defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY 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. The Parties agree to resolve all disputes arising under or in connection with this Agreement through binding arbitration. The Parties will use good faith efforts to resolve the dispute directly through the escalation, but if the Parties do not reach an agreement, either Party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English in the state of Nevada. If the Parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA will be final and binding on the Parties. The arbitrator must be independent of the Parties. The arbitrator's decision will be final and binding on both Parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and expenses of the arbitration will be shared equally by both Parties; however, if the arbitrator finds that either the substance of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA's rules. Notwithstanding the foregoing, this Section 20.2 will not prohibit either Party from: (i) bringing an individual action in small claims court; (ii) seeking injunctive or other equitable relief in a court of competent jurisdiction; (iii) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available; or (iv) filing suit in a court of law to address an intellectual property infringement or misappropriation claim.

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; Limitation of Liability

1. To the extent authorized by law, each Party does hereby agree to defend, indemnify, and hold harmless the other Party and the employees, officers and agents of such Party from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, arising out of a third-party claim relating to [REDACTED]

[REDACTED]

[REDACTED] Notwithstanding the foregoing, HOSPITAL retains all defenses to such indemnification that may exist under Nevada law. Any indemnification by HOSPITAL under this paragraph shall be subject to and limited by the provisions of chapter 41 of the Nevada Revised Statutes.

2.

1. [REDACTED]

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. Publicity

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

T. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

U. Survival of Terms.

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

V. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** of this Agreement.

W. 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.

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: _____ DATE _____
MASON VAN HOUWELING
Chief Executive Officer

COMPANY:

HUMMINGBIRD HEALTHCARE, INC.

Signed by:
By: Raychel Haberer 3/16/2026 | 4:25 PM PDT
CD8663D4A00C489...
NAME Raychel Haberer DATE
TITLE President

EXHIBIT A EPIC STRATEGIC PROJECTS SCOPE OF WORK

Executive Summary

University Medical Center of Southern Nevada (“HOSPITAL”) seeks a partner to provide strategic project support on an as-needed basis. When strategic initiatives require Epic support, or HOSPITAL needs evolve beyond standard Epic maintenance. Hummingbird Healthcare (“COMPANY”) is prepared to provide project-based, strategic consulting.

Approach and Timeline

2.1 APPROACH

COMPANY’s approach to strategic projects is grounded in ITIL methodology. Unlike day-to-day Epic application support, these projects have clear, documented goals, occur in a fixed period, have a clear start and end date, and likely support a single or several strategic initiatives at HOSPITAL. To delineate these projects from day-to-day support, our recommended criteria for these engagements are:

- They are interdisciplinary, combining operational priorities with new or updated Epic functionality.
- Timing follows a sprint-style format and they run 12–16-weeks in duration.
- They require formal, HOSPITAL-driven request and/or approval.
- In addition to HOSPITAL IT leadership support, they have a defined HOSPITAL Executive, and operational sponsor.
- They have a project charter that formalizes the success metrics, service outputs and/or KPIs, and long-term support plan (as needed).

2.2 TIMELINE

COMPANY will provide strategic project support for a three-year contract duration with HOSPITAL. While individual project durations may vary, all strategic projects will conclude three years from contract start date, unless both parties agree to a renewal term.

Defined Project Requests

Once a strategic need is identified by HOSPITAL, COMPANY will further assist in defining the requirements for each project initiative. At a minimum, each project request defined by COMPANY will include:

- Scope of request
- Executive, IT, and Operational sponsors
- Estimated timeline
- Estimated resource roles and responsibilities
- Training requirements
- Estimated cost
- Project goals
- System access and tools required
- Estimated operational participation requirements from HOSPITAL
- Plan for ongoing maintenance and support of project features

Approval and Execution

A project is considered approved once it passes through HOSPITAL’s approval process and is assigned to COMPANY by HOSPITAL leadership. After approval, HOSPITAL will appoint an in-house project manager, as appropriate, who will collaborate with COMPANY to create a project charter. This charter will be reviewed by both parties, and email acknowledgment will serve as confirmation to proceed to project execution (kickoff). All parties will agree to a kickoff date at this stage. Upon project go-live and closure, HOSPITAL will be responsible for all ongoing maintenance and work unless otherwise agreed upon in advance.

Fees & Payment Terms

Fees for each project will be determined based on its scope, and costs will be reviewed during HOSPITAL’s approval process, prior to charter development. The annual cap for strategic work is not to exceed \$1.5 million, with a **total contract value** not to exceed \$4.35 million. In year

one (1), COMPANY will provide a 10% discount on consulting services, capping the total billable amount at \$1.35 million for that year.

	Year 1	Year 2	Year 3
Annual Fee (up to)	\$1.35M	\$1.5M	\$1.5M

Epic Strategic Projects shall be billed monthly. Payment terms are governed by MSA Section II, A.2, Terms of Payment.

Customer Requirements

Partnering with COMPANY means working with a team dedicated to customer service, delivery excellence, and innovative problem-solving. HOSPITAL can support project success through the following:

[REDACTED]


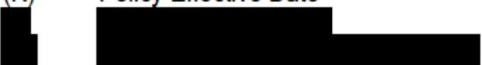

6.3 STAFFING AND SUPPORT

Project timelines are estimated based on normal availability of HOSPITAL stakeholders and subject matter experts. COMPANY will communicate time commitments, resources, and expectations in advance. Delays or resource constraints may affect timelines and costs. Each project charter will detail customer resource requirements following approval.

**EXHIBIT B
EPIC STRATEGIC PROJECTS
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 upon request 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" 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 [REDACTED].
- 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 [REDACTED].
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than [REDACTED] 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 [REDACTED] 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 [REDACTED] 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. **[Reserved]**
- L. **Cybersecurity Liability**: COMPANY shall maintain cybersecurity liability insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against risks arising from data breaches, privacy violations, network security failures, and cyber-attacks that may result in financial loss or legal liability.
- M. **Technology Errors and Omissions Liability**: COMPANY shall maintain technology errors and omissions insurance with limits of no less than [REDACTED] aggregate. This coverage must protect against claims resulting from professional services, product failures, or technical mistakes related to software, hardware, and technology services provided under this Agreement.
- N. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- O. **[Reserved]**

- P. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- Q. **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.
- R. **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
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 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
 8. Description: EPIC STRATEGIC PROJECTS (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.

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: EPIC STRATEGIC PROJECTS

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

EXHIBIT C
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**
[RESERVED]

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the date of the last signature set forth below, 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 **Hummingbird Healthcare**, 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 by Business Associate for or on behalf of Covered Entity 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, where applicable, limited data sets. To the extent the Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

(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;

(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);

(iii) For Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any disclosure is Required by Law or Business Associate obtains reasonable assurances from the third party to whom the information is Disclosed that the information will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the third party, and the third party notifies Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached or compromised; or

(iv) To the extent necessary to provide services to Covered Entity or otherwise with Covered Entity's prior written consent, to create de-identified information in accordance with § 164.514(a) and (b), as permitted by 45 CFR § 164.502(d).

(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 covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information that are not less stringent than those 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 reasonable and appropriate safeguards and internal controls designed 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 applicable "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, as applicable, 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. Notice is hereby deemed provided, and no further notice will be given, with respect to unsuccessful attempts at unauthorized access to Electronic Protected Health Information such as pings and other broadcast attacks on firewalls, denial of service attacks, failed login attempts, and port scans

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information maintained, created, received, or transmitted by Business Associate ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately, but not later than 5 business days, after 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, to the extent known, and
- (iii) To reasonably 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 reasonable costs actually incurred by Covered Entity in complying with federal and state breach notification and mitigation requirements, including the reasonable costs of notification and mitigation of potential harmful effects required by law, in each case to the extent directly caused by Business Associate's acts or omissions.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To, not more than once during any 12-month period (except as necessary to meet Business Associate's obligations under Section IV(b) or to the extent required by law), provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. Such access shall be limited to Business Associate's provision of records and information in electronic or hard copy format, and shall not include any right of physical inspection or onsite audit of Business Associate's facilities, systems, or premises.
- (ii) To make available to the Secretary of the U.S. Department of Health and Human Services its internal practices, books, and records relating to the use, disclosure, or safeguarding of Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, in the time and manner designated by the Secretary.

VI. COVERED ENTITY REQUESTS AND OBLIGATIONS

(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 in writing.
- (ii) To make available Protected Health Information in a Designated Record Set maintained by Business Associate on behalf of Covered Entity, 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 in a Designated Record Set maintained by Business Associate on behalf of Covered Entity available for amendment and incorporate any amendments to such 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 information regarding 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.

(b) Covered Entity agrees to:

- (i) Notify Business Associate promptly in writing of any limitation in Covered Entity's notice of privacy practices or restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent such limitation or restriction may affect Business Associate's use or disclosure of PHI.
- (ii) Notify Business Associate in writing of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (iii) Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under 45 CFR 164.526 which Covered Entity believes will apply to PHI maintained by Business Associate in a Designated Record Set.
- (iv) Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity, except as permitted by Section 4(e).
- (v) Limit disclosure of PHI to Business Associate to the minimum necessary for Business Associate to perform its obligation under the Underlying Agreement.

VII. TERMINATION

Termination for Cause. If Covered Entity determines that Business Associate has violated a material term of this Agreement, Covered Entity may take reasonable steps to cure the breach or end the violation

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 notification 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

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. With respect to PHI and related compliance obligations, the Business Associate Agreement exclusively governs remedies and liability, and the limitations in this Services Agreement do not apply.



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.

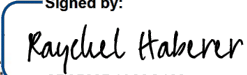
COVERED ENTITY:

By: _____
Mason Van Houweling

Title: Chief Executive Officer

Date: _____

BUSINESS ASSOCIATE:

Signed by:

By: _____
Raychel Haberer

Title: President

Date: 3/16/2026 | 4:25 PM PDT

EXHIBIT E TRAVEL POLICY

A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.

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

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

Airfare: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

Parking: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% 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 excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
 - Air travel is not available
 - The distance to the destination is less than 150 miles
 - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
 - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
 - Transporting large or bulky materials
- Rental cars should be returned:
 - To the original rental city unless approved for one-way rental
 - Intact (i.e., no dents, scratches or other damage within the traveler's control)
 - On time, to avoid additional charges
 - With a full tank of gas

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

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
 - With copy of executed Agreement highlighting the allowable travel
 - List of travelers
 - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

The following are some of the charges that will **NOT** be allowed for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off

C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.

D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.