

## **MANAGED SERVICE PROVIDER AGREEMENT**

This Managed Service Provider Agreement ("Agreement") is made by and between AMN Healthcare, Inc., a Nevada corporation located at 8840 Cypress Waters Boulevard, Suite 300, Dallas, TX 75019 (hereinafter referred to as "AMN"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes located at 1800 West Charleston Boulevard, Las Vegas, NV 89102 (hereinafter referred to as "Client") to be effective as of the date of last signature as set forth below ("Effective Date").

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace the Master Services Agreement for Health Information Management staffing services dated December 19, 2022;

WHEREAS, Client now requires managed services for the provision of supplier temporary or full-time conversion staffing services ("Services");

WHEREAS, AMN is in the business of providing such Services and is willing to provide these Services to Client; and

WHEREAS, Client has requested AMN to perform such Services for each of Client's facility(ies) as set forth in **Exhibit B** for whom Client remains financially responsible ("Facility(ies)").

NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and AMN agree as follows:

1. **Term of Agreement.** This Agreement shall commence as of the Effective Date and shall continue in effect for a period of three (3) years ("Initial Term"), unless earlier terminated by either party as set forth in Section 6. At the end of the Initial Term, this Agreement shall automatically renew on a yearly basis and continue to govern for so long as a Service Line Exhibit remains in effect (each an "Extension Term"). The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." The terms of this Agreement, where the context so indicates, shall survive termination or expiration of this Agreement.
2. **Scope of Services.**
  - (a) This Agreement covers the management of supplier temporary and full-time conversion staffing services routinely performed by AMN for the specific positions and pursuant to the terms set forth in each of the following Service Line Exhibits attached hereto and incorporated herein by reference for Client's owned Facility(ies) set forth in **Exhibit B**:
    - (i) Exhibit A-1 – Service Line Exhibit (Nurse and Allied Clinical Staffing)
    - (ii) Exhibit A-2 – Service Line Exhibit (Locum Tenens Staffing)
    - (iii) Exhibit A-3 – Service Line Exhibit (Non-Clinical Staffing)
    - (iv) Exhibit A-4 – Service Line Exhibit (Interim Leadership Provider Staffing)
    - (v) Exhibit A-5 – Service Line Exhibit (Revenue Cycle Staffing)
    - (vi) Exhibit A-6 – Service Line Exhibit (International Nurse Staffing)
    - (vii) Exhibit A-7 – Service Line Exhibit (Payroll Staffing)
    - (viii) Exhibit A-8 – Service Line Exhibit (Executive Search)
  - (b) The terms set forth in a Service Line Exhibit shall be specific to the service line included in this Agreement and shall not apply to other Service Line Exhibits. AMN will begin providing Services following implementation of the Managed Service Provider ("MSP") program on a date to be mutually agreed to in writing by the parties following the Effective Date ("Go Live Date"). Additional Service Line Exhibits may be subsequently added by the parties upon written mutual amendment to this Agreement with a Go Live Date specific to that Service Line Exhibit as agreed to in writing by the parties.

(c) Order Management.

- (i) Client shall place all job orders with AMN for the specific positions/specialties (hereinafter referred to as "Provider(s)") as set forth in the applicable Service Line Exhibit(s).
- (ii) AMN will serve as the administrator of the MSP program as set forth in this Agreement, which will include tasks such as: identifying third-party staffing sources to fulfill Client orders; acting as the liaison between Client, the Affiliated Companies and Subcontractors (as defined below); and providing consolidated invoicing and reporting. AMN may utilize subcontracts with other third party staffing agencies ("Subcontractors") or AMN subsidiaries that provide staffing services ("Affiliated Companies") to fill Client's requests for Providers. Subcontractors and Affiliated Companies will be required to execute an agreement with AMN which shall contain clauses placing duties on the Subcontractor and Affiliated Companies to follow the provisions of this Agreement which relate to Subcontractor or Affiliated Companies ("Subcontract Agreements"), which includes Client as an intended third party beneficiary to the obligations of Subcontractor or Affiliated Company. Assignments filled through the use of Affiliated Companies and Subcontractors will be coordinated and arranged solely by AMN. AMN shall not be liable for the acts or omissions of Affiliated Companies, Subcontractors or their respective Providers. Each Affiliated Company and Subcontractor providing staffing services pursuant to an applicable Service Line Exhibit shall be liable for their own respective acts or omissions. AMN shall contractually require Affiliated Companies and Subcontractors in their respective Subcontract Agreement to indemnify Client for any third party claims and liabilities to the extent caused by the negligent acts or omissions of such Affiliated Company or Subcontractor or its respective officers, directors or employees. AMN shall assist Client in invoking its third party beneficiary rights under the Subcontract Agreements.
- (iii) All new starts, assignments and extensions/renewals for Providers commencing on or after the applicable Go Live Date for each Service Line Exhibit shall be managed by AMN through the MSP process. AMN will not be responsible for managing any portion of temporary personnel already on assignment before the applicable Go Live Date of any Service Line Exhibit. All temporary personnel on assignment with Client before the applicable Go Live Date will continue at the original contracted bill rate agreed to by Client and the third party supplier who provided the temporary personnel for the duration of the original assignment length outside of this MSP program. Should Client wish to extend or renew the temporary personnel beyond the original assignment length, such assignments will continue pursuant to the terms set forth in this Agreement and subject to the applicable third party supplier becoming a Subcontractor pursuant to the terms of this Agreement. In the event a third party supplier with current temporary personnel on assignment with Client as of the Go Live Date refuses to participate under this Agreement, the parties agree to meet to review the situation and make appropriate decisions on a go forward plan, for placement of such temporary personnel, on a case by case basis.

(d) Technology.

- (i) At AMN's discretion, AMN may utilize a third party internet enabled, centralized vendor management services technology application (the "Technology") to assist AMN in the provision of Services under this Agreement, in which case the following terms herein shall apply. Client's use of the Technology is purely a right to access the Technology functionality via the internet and pursuant to the terms of an end user license agreement as set forth in **Exhibit D** between the Technology vendor and Client. The right of use granted by the Technology vendor is solely for Client's internal business operations for orders placed with AMN under this Agreement. AMN grants no license or other rights in the Technology to Client. Client shall not sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Technology to other parties or permit the use of the Technology by any third parties, except as may be authorized under the end user license agreement. Client shall not copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code.
- (ii) Client is responsible for its Client submitted data and Client grants AMN and the Technology vendor a non-exclusive and non-transferable license to access the content, records or other data that Client has uploaded to the Technology or transmits to AMN. Any Client request for any manual deviation

or customizations to the Technology, requires approval of the Technology vendor and may include additional charges to be agreed upon in writing by the parties.

(e) Reporting.

- (i) Both AMN and Client will designate a contact (the "AMN Program Contact" and the "Client Program Contact") that shall be the parties' primary liaisons in connection with the Services.
- (ii) Upon execution of this Agreement, the parties shall form an oversight committee to facilitate communications between them (the "Oversight Committee"). The Oversight Committee shall include the AMN Program Contact, the Client Program Contact, AMN's senior operations management representative, and the appropriate Client representatives. The Oversight Committee shall be responsible for: (1) generally overseeing the performance of this Agreement; and (2) monitoring and resolving disputes arising in connection with this Agreement. A party may change any of its representatives on the Oversight Committee upon written notice to the other party. The Oversight Committee shall meet at mutually agreeable times for the purpose of overseeing the performance of this Agreement. Each party shall pay the expenses incurred by its own representatives to attend meetings of the Oversight Committee.
- (f) Consolidated Invoicing. AMN will administer the invoices, and time and expense submissions of Affiliated Companies and Subcontractors to consolidate invoices for payment by Client. Client agrees to pay for the Services requested by Client and rendered by AMN, Affiliated Companies, and Subcontractors in accordance with Section 4.
- (g) Travel for AMN Staff and Affiliated Subcontractors. Travel reimbursements for AMN, Affiliated Companies and Subcontractors' employees (i.e., not referring to placed Providers) are not authorized in this Agreement.

**3. Client Obligations.**

- (a) The parties are entering into a primary managed services relationship related to temporary and/or permanent placement and other medical personnel staffing, which AMN shall have the primary right and obligation to identify, credential, qualify and recommend Providers on the attached Service Line Exhibits to fill positions identified, from time to time, by Client to AMN. AMN shall be the primary provider of managed services for the attached Service Line Exhibits; however, if AMN is unable to submit a candidate for a Provider for whom there is a minimum 8-week order duration, within twenty (20) calendar days from the date of Client's initial request (the "Final Date"), subject to the restrictions in this Section 3, Client may use any other third party agency to fill such a position. If Client fills in a position in accordance with the immediately-preceding sentence, it shall provide notice to AMN no later than twenty (20) calendar days after filling such position. AMN shall not have the primary right to identify, credential, qualify and/or recommend any of the following (the "Exceptions"): (i) providers in any Service Line Exhibit filled by an entity other than AMN and/or its affiliates, and (ii) any current or future affiliates, subsidiaries or related parties of Client, other than the Providers provided under the attached Service Line Exhibits (including Client's use of providers from those separate entities). Furthermore, in addition to (and not in limitation of) the Exceptions, excluding any Identified Subcontractors (defined below), AMN recognizes, acknowledges and agrees that Client has existing relationships with third parties whose scope of services relate to the provision of clinical services (the "Existing Relationships"), and those providers may staff providers for which AMN shall have no duties or rights.
- (b) Without limiting the Final Date, promptly upon determining that AMN cannot fill a position, AMN and Client will review and reach a determination of the contributing factors preventing AMN from submitting a candidate and develop an action plan to address the factors identified, if possible.
- (c) If the parties are unable to work out a solution under Section 3(b) above, Client may utilize another staffing agency for the specific unfilled order, subject to the restrictions below. If Client were to use an outside agency, Client shall provide verbal notice to AMN of the different rates, terms, conditions, or job order requirements offered to other agency, and offer AMN same terms as the outside agency.

- (d) Notwithstanding the above, to ensure a successful MSP program, Client agrees not to knowingly post any order to any Identified Subcontractor(s). "Identified Subcontractor" means any Subcontractor that both (i) is identified in writing by AMN and delivered to Client as a Subcontractor, and (ii) was engaged as a subcontractor of AMN at any time within the prior twelve (12) month period under this MSP program and will not permit such staffing agency to utilize any subcontractors to fill Client's order.
- (e) Client shall provide sufficient information about its specific needs so that AMN can make its best efforts to match the skills and experience of Providers to those needs.
- (f) Client shall not seek to terminate a Provider's placement nor shall it refuse a Provider's services due to a discriminatory reason, including Provider's race, sex, national origin, color, religion, age, disability, handicapping condition (including AIDS or AIDS-related conditions), marital status, veteran status, sexual orientation, gender identity or gender expression, or any other protected classification by law or regulation. Client shall not use any information provided to it by AMN regarding Providers in an unlawful manner or for any unlawful purpose. Promptly (and in no event more than thirty (30) days after Client knew or reasonably should have known of such claim), provide AMN written notice of (i) any occupational safety hazards or events involving Provider; (ii) any event reportable under workers' compensation insurance policies; (iii) any sentinel event involving Provider; or (iv) any actual or threatened claim arising out of or relating to Provider. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Providers are involved.

#### **4. Rates and Invoicing.**

- (a) Rates. Client agrees to pay for Services rendered under this Agreement in accordance with the Service Line Exhibits incorporated herein, to include the consolidated invoicing for staffing services provided by Affiliated Companies and Subcontractors, plus all applicable federal, state and local taxes which may be payable by AMN, including but not be limited to: sales/use tax, excise tax and gross receipts tax. The rate schedules set forth in the Service Line Exhibits include (i) the amounts payable by Client to AMN (or the Affiliated Company or Subcontractor) for the Services performed by AMN (or the Affiliated Company or Subcontractor), and (ii) fees to be paid to each Provider. The portion of the rate payable to AMN will vary depending upon amounts payable to Provider from Client. Such variation will not affect the amounts reflected in the rate schedules. Providers are paid one hundred percent (100%) of the agreed upon rate, subject to tax withholdings as required by law. Should AMN, Affiliated Company or Subcontractor be required to pay any wage/hour penalty as required by federal or state law, due to the negligent acts or omissions of Client, such penalty shall be billed to Client at the applicable confirmed rate per hour. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for Services, except as otherwise specifically stated in a Service Line Exhibit. AMN will provide written substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
- (b) Time Submission. Providers will submit time worked in a form or electronic timecard system mutually determined by Client and AMN. Client shall designate a representative to review and approve all time on timesheets no later than each Monday, 5:00 p.m. EST (the "Time Approval Deadline"). Client's approval of Providers' time (i) certifies that the hours submitted are correct and that the work was performed to Client's satisfaction and (ii) authorizes AMN to bill Client for the hours worked by Providers. If Client's designated representative fails to timely review and approve all time worked to AMN within seven (7) days after the Time Approval Deadline for the respective pay period, all time submitted by Providers shall be considered accurate and Client shall forfeit the ability to dispute the Providers' time in the future, and shall be responsible for payment for such time on the corresponding invoice.
- (c) Invoicing. Invoices will be rendered weekly and delivered to Client via email or a web-based application from AMN or its Technology vendor. Payment of a correct invoice by Client shall be due within thirty (30) days of the invoice date and shall include remittance instructions. Payment shall be made by check or EFT. Credit card payments are not permitted. Payment by Client shall not be contingent upon Client's receipt of payment from any third party. Client shall notify AMN in writing of any particular error(s), omission(s) or objection(s) within fourteen (14) days of the invoice date. Failure to notify AMN within that time shall constitute a waiver of any objection thereto. AMN acknowledges that Client shall not

provide payment on any invoice if AMN or any of its subcontractors submits after six (6) months from the Provider's hired date by Client. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102. AMN shall provide the following information required on each invoice: itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- (d) Client Generated Billing Documents. If Client issues a purchase order, work order or other instrument covering this Agreement, or issues cost centers for billing purposes, it is understood and agreed that it is for Client's internal purposes only, and shall in no way affect any of the terms and conditions herein. Client further agrees that any internal billing requirements shall in no way eliminate or modify AMN or Technology vendor's ability to issue an invoice or Client's payment obligations pursuant to Section 4(c). Client'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 Client's purchase order(s) to COMPANY.
- (e) Government Mandated Cost Increases. If at any time during the Term of this Agreement, AMN or Affiliated Company are required to increase the compensation of temporary personnel (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that AMN may increase the bill rates proportionately so as to place AMN or Affiliated Company in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates in accordance with Section 4(c) upon AMN's provision of at least thirty (30) days' written notice to Client of such increase.
- (f) Quarantined Providers. In the event a Provider is quarantined as a result of: (i) working on assignment at Client's Facility, or (ii) a government mandate prior to Provider's start date, AMN shall bill Client, and Client will pay AMN, for such Provider's guaranteed or scheduled hours at Provider's applicable confirmed rate for the duration of such Provider's quarantine period. Notwithstanding the foregoing, if the quarantined Provider is unable to work after five (5) days, Client may terminate such Provider's assignment at no additional fee upon written notice to AMN.

## **5. Confidential Information**

- (a) Each party shall keep confidential all Confidential Information (as defined below) of the other party ("Owning Party"), and shall not use or disclose such Confidential Information either during or at any time after the Term of this Agreement, without Owning Party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided reasonable advance written notice to Owning Party such that Owning Party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information," that is not a public record pursuant to Nevada law, means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Providers' and prospective Providers' names and personal information, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature.
- (b) The parties agree where required by law, AMN and/or its Affiliated Companies may provide (i) an executed copy of this Agreement and any related agreements executed by AMN pursuant to the applicable Service Line Exhibit(s), and (ii) a full disclosure of charges and compensation under the applicable Service Line Exhibit(s) to the governmental or regulatory authority set forth in the applicable law. Client acknowledges that this Section constitutes notice of such disclosure, and no additional notification is required.
- (c) Both parties shall not:

- (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Provider's personal information to another business or a third party for monetary or other valuable consideration;
  - (ii) retain, use, or disclose such Provider's personal information for any purpose other than for the specific purpose of confirming the suitability of the Provider to perform temporary or full-time conversion services, and Client processes necessary to enable Provider to perform the services, including but not limited to time keeping, billing, and access to Client systems; or
  - (iii) retain, use, or disclose such Provider's personal information outside of the direct business relationship between AMN and Client.
- (d) In addition, both parties agree to use appropriate privacy and security measures to protect all Providers' personal information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for the performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Provider's personal information and to prevent unauthorized reading, copying, alteration, use, or removal of Provider's personal information. Both parties will report to the other party in writing, no more than ten (10) days after discovery, any breach of security or privacy, unauthorized use, or unauthorized disclosure of Provider's personal information. For the negligent party, it shall be responsible for notifying affected Providers of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. The negligent party shall also be responsible for all expenses, costs, and any damages incurred by the other party resulting from such occurrence. The negligent party will promptly alert the other party in writing of the time and content of any notifications under this Section before contacting affected Providers.
- (e) Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return within four (4) weeks all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and such party will certify in writing its compliance upon request of the other party; such destruction of Confidential Information will have the same level of care that each party would have given when destroying their own Confidential Information.
- (f) Notwithstanding the foregoing, AMN acknowledges that Client 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 Client receives a demand for the disclosure of any information related to this Agreement which AMN has claimed to be confidential and proprietary, Client will immediately notify AMN of such demand and provide AMN the opportunity to seek a protective order from such a disclosure. AMN shall indemnify, defend and hold harmless Client from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of AMN documents in Client's custody and control in which AMN claims to be confidential and proprietary. For the avoidance of any doubt, AMN hereby acknowledges that this Agreement will be publicly posted for approval by Client's governing body.
- (g) This Section 5 will survive any termination or expiration of this Agreement.

## **6. Termination.**

- (a) Termination for Cause. This Agreement may be terminated by either party for Cause, as defined herein. The terminating party shall provide the other party with written notice of its intent to terminate for Cause. The terminating party shall include in such notice the basis for such termination, and the non-terminating party shall have thirty (30) days to rectify or modify its performance (the "Cure Period"). Upon expiration of the Cure Period, if the non-terminating party has not rectified or modified its performance, this Agreement shall immediately terminate. As used herein, "Cause" shall mean a material breach of the terms of this Agreement. Notwithstanding the foregoing, the Cure Period for nonpayment by Client of past due invoices shall be fifteen (15) days, and upon affirmation of its

termination, AMN may immediately cease performing the Services. This Agreement shall immediately terminate if Client files a petition in or for bankruptcy, reorganization, an arrangement with creditors, or otherwise is unable to pay its debts.

- (b) Termination for Convenience. This Agreement may be terminated by either party, without cause or penalty, no sooner than twelve (12) months following the earliest Go Live Date related to the attached Service Line Exhibit(s), but at any time thereafter, upon providing the other party with sixty (60) days' advance written notice. Client may delete any Service Line Exhibit from this Agreement, without cause or penalty, no sooner than twelve (12) months following the applicable Go Live Date, but at any time thereafter, upon providing AMN with sixty (60) days' prior written notice, in which case any remaining Service Line Exhibits and this Agreement shall be fully effective and operative unless and until otherwise terminated.
- (c) Termination of a Service Line Exhibit. Expiration or termination of a Service Line Exhibit shall not affect any other Service Line Exhibit, unless this Agreement as a whole is terminated as described in this Section.
- (d) Effect of Termination. Termination of this Agreement shall not release Client from paying AMN all sums, which may be due and owing to AMN for Services rendered hereunder. All Providers confirmed for an assignment or at work on an assignment with Client on the date of termination of this Agreement will be permitted to complete their assignments, and the terms of this Agreement shall continue to apply to such assignments (excluding termination due to a breach). The parties agree to work cooperatively to support workforce transition planning within seven (7) days of receipt of notice of termination.

7. **Medicare Access.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of the Services provided under this Agreement, AMN will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the Services provided hereunder. Any subcontract entered into under Section 2(c) hereof will contain a similar clause to the previous sentence for the Services furnished by a subcontractor under such subcontract.

8. **Compliance with Law.**

- (a) Each party shall, at its own expense, comply with all applicable laws, orders and regulations of federal, state and municipal authorities, and with any lawful direction of any public officer which shall impose any duty upon that party regarding the performance under this Agreement, including but not limited to, the applicable Medicare Compliance Program requirements as set forth in 42 CFR Parts 422 and 423, and CMS guidance ("CMS Regulations"). Client acknowledges that AMN, its Affiliated Companies and Subcontractors are not a health care provider or licensed home health agency.
- (b) Each party represents and warrants to the other party that (i) it has obtained and will keep current all licenses, permits and authorizations to conduct its business; (ii) it is lawfully organized and in good standing in the State in which its principal office is located; (iii) its name in the introductory paragraph hereof is its true, correct and complete legal name; and (iv) the persons executing this Agreement and any amendment have been or will be fully authorized to do so on behalf of and as a binding act of such party.
- (c) **OIG / GSA Compliance.** AMN and Client each represents, and AMN will require Affiliated Companies and Subcontractors to represent, that to the best of its reasonable knowledge, its currently practicing healthcare staff (to include for AMN, Affiliated Companies and Subcontractors its respective Providers, and, for Client and its respective physicians and applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein were knowingly false when made, the non-breaching party reserves the right to immediately terminate this Agreement as it relates to the particular service line. It is understood and agreed by the parties that the ability to verify if any Staff are currently debarred is dependent upon the

accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff member, both of which the parties are entitled to rely on when making this representation.

9. **Equal Employment Opportunity Policy.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, handicapping condition (including AIDS or AIDS related conditions), veteran status, sexual orientation, gender identity or gender expression, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to AMN any suspected discrimination, harassment and/or retaliation either by or against Providers immediately. AMN acknowledges that Client has an obligation to ensure that public funds are not used to subsidize private discrimination. AMN 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 any of the above, Client may declare AMN in breach of this Agreement, terminate this Agreement, and designate AMN as non-responsible.

10. **Insurance.**

(a) **Insurance.** Client and AMN shall, and AMN shall contractually require Affiliated Companies and Subcontractors to, maintain at each of its own respective expense the following insurance:

- (i) Workers' Compensation for employees as required by law with statutory minimum limits; and
- (ii) Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage.

Further, AMN and Client shall each maintain Cyber Risk or equivalent E&O coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. AMN and Client shall each provide the other with certificates of insurance evidencing said insurance coverage prior to the commencement of Services. AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Providers or employees. AMN understands that Client has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

(b) Additional indemnification obligations and insurance requirements may be set forth in the Service Line Exhibit(s) attached hereto, and such requirements shall be applicable only to such Service Line Exhibit.

11. **Non-Solicitation.**

(a) During the Term of this Agreement, AMN, Affiliated Companies and Subcontractors agree not to directly solicit for employment with such respective parties the employees of Client to whom such parties were introduced in connection with the performance of their respective obligations under this Agreement. The foregoing prohibition shall not prohibit AMN, Affiliated Companies and Subcontractors from conducting general advertising to which Client's employees may respond and AMN, an Affiliated Company or Subcontractor may elect to hire.

(b) During the Term of this Agreement, Client agrees not to directly solicit for employment with Client the corporate employees of AMN, Affiliated Companies or Subcontractors to whom Client was introduced in connection with the performance of their respective obligations under this Agreement. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with Client shall not be construed to be a violation of this Section.

12. **Use of Client Name.** AMN may use Client's name and trademark in any public relations document, including external marketing materials, upon review and written approval by Client prior to its release. Client agrees that time is of the essence and Client's approval will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AMN may use Client's name, trademark and factual description



of the work performed under this Agreement (a) for recruiting purposes, without Client's prior written approval, including but not limited to advertising, job postings, and sourcing materials, in print and online and (b) in its annual report to stockholders or whenever required by reason of legal, accounting or regulatory requirements.

13. **Assignment.** With advance written notice to Client, AMN may assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to any corporation or other business entity controlled by, controlling, or under common control with, AMN. This Agreement may not be otherwise assigned by either party without the written consent of the other party, which will not be unreasonably withheld, delayed or conditioned. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. Any such assignee shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.
14. **Waivers.** Any waiver of a default or provision under this Agreement must be in writing. Either party's failure to require performance of any provision under this Agreement shall not affect its right to require performance at any time thereafter, nor shall either party's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
15. **Severability.** Each and every covenant and agreement herein shall be separate and independent from any other, and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
16. **Notices.** All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid (with confirmation of delivery) to the appropriate address indicated below, or electronic mail with acknowledgment from recipient. The addresses provided below are conclusively deemed to be valid, and notice given in compliance with this provision shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all parties herein. Each notice shall be deemed delivered on (a) the date delivered if by personal delivery, or (b) if by mail, the date upon which delivery is confirmed or designated as not deliverable by the postal authority.

AMN:                   Attn: Senior Vice President, Strategic Accounts  
AMN Healthcare, Inc.  
8840 Cypress Waters Boulevard, Suite 300  
Dallas, TX 75019  
(866) 792-0711

With a copy to: Attn: Chief Legal Officer  
AMN Healthcare, Inc.  
8840 Cypress Waters Boulevard, Suite 300  
Dallas, TX 75019

Client:               Attn: Legal Department  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, NV 89102

17. **Independent Relationship.** Both parties agree that this Agreement is not intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

18. **Force Majeure.** Except for payments due under this Agreement, the obligations of either party hereunder shall be excused during any period of delay caused by matters such as strikes, acts of God, shortages of raw material or power, epidemics, pandemics, governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter beyond the reasonable efforts of such party to control, however, in any such event, each party shall use its good faith efforts to give written notice to the other party, to perform its duties and obligations under this Agreement and to mitigate damages.
19. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed according to the laws of the State of Nevada, without regard to its conflict of law rules. The parties consent to jurisdiction only in the state or federal courts located in Clark County, Nevada for any action arising under this Agreement.
20. **Consent to Call and E-mail.** To ensure AMN, Affiliated Companies and Subcontractors are in compliance with state and federal laws, Client hereby grants permission to AMN, Affiliated Companies and Subcontractors to communicate via e-mail and/or phone call to Client stakeholders of this Agreement.
21. **Amendments.** No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
22. **Budget Act and Fiscal Fund Out.** 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 Client for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client'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. Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred through the thirtieth (30<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
23. **Personnel Onsite.** AMN shall abide by the relevant compliance policies of Client, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to AMN upon request, and Client's Vaccine Policy, as may be amended from time to time, and must register through Client's vendor management/credentialing system prior to arriving onsite at any of Client's Facilities. AMN's employees, agents, subcontractors and/or designees who do not abide by Client's policies may be barred from physical access to Client's premises.
24. **Survival.** Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.
25. **Headings and Ambiguities.** The subject of headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. Delivery of an executed signature page of this Agreement by .pdf or similar electronic means shall be effective as delivery of a mutually executed counterpart hereof.
27. **Entire Agreement.** This Agreement along with each Exhibit and Service Line Exhibit, contains the entire agreement between the parties about the subject matter herein, and supersedes all prior oral and written agreements and any exhibits or attachments incorporated by reference, understandings, commitments and practices between the parties hereto about the subject matter herein, and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. This Agreement including any Service Line Exhibit and Exhibit may be amended only by an agreement in writing executed by all of the parties hereto. In the event of a conflict between this Agreement

and a Service Line Exhibit, the Service Line Exhibit shall control for that specific service line. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the authorized representatives of each party, with authority to bind their respective party to the terms of this Agreement, have hereunto set their hands on the day and year first above written.

**AMN Healthcare, Inc.**

**University Medical Center of Southern Nevada:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mason Van Houweling

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A-1**  
**SERVICE LINE – Nurse and Allied Clinical Staffing**

**A. Scope of Staffing Services.**

- (1) Services include the management of staffing services for the temporary or full-time conversion clinical nursing and allied positions for the types of assignments and rates set forth in this Service Line Exhibit (“Clinical Provider(s)”). Nurse and allied clinical staffing may be provided through AMN, Affiliated Companies or through the use of Subcontractors.
- (2) The terms set forth in this Service Line Exhibit apply only to nurse and allied clinical staffing.

**B. Client Requirements Table.**

- (1) For each Clinical Provider who has been confirmed for an assignment, the Affiliated Company and Subcontractor will obtain and maintain documentation of the requirements set forth in **Exhibit C** specific for its respective Clinical Providers. The costs associated with the requirements set forth in **Exhibit C** are included in the bill rates set forth in this Service Line Exhibit. Any changes to **Exhibit C** will require mutual written agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Upon Clinical Provider’s arrival to Client’s Facility, Client will verify the identity of each Clinical Provider by a visual check of Clinical Provider’s photo identification and professional license or certification.
- (2) Client will ensure that the documentation requirements set forth in **Exhibit C** include all documentation required to verify that Clinical Providers have the appropriate credentials, and all assigned Clinical Providers shall meet the documentation requirements set forth therein.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing (“Service Line Initial Term”), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a “Service Line Extension Term”) by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the “Service Line Term.”

**D. Rate Schedule and Compensation.**

- (1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-1** for the not-to-exceed annual amount of **\$10,000,000** during the Service Line Term inclusive of travel expenses.
- (2) The rates set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client. Prior to the Go Live Date for this Service Line Exhibit, Client may place new orders for Clinical Provider assignments, for which AMN may elect in its sole discretion to present its own Clinical Providers through Affiliated Companies pursuant to the rates set forth below without the use of Subcontractors or Technology.
- (3) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client’s approval of the new rates, which shall not be unreasonably withheld.
- (4) The hourly regular rates set forth below include recruitment, housing and compensation, as applicable for each Clinical Provider placed with Client, unless otherwise noted in an order confirmation. Client agrees to pay AMN for all hours worked by Clinical Provider, including any hours spent in orientation.

For the avoidance of doubt, orientation includes those pre-start activities or any pre-start training that the Clinical Providers participate in to prepare or onboard for his/her assignment when done on-premises.

(5) Travel and Local Contract Clinical Provider Rates.

The rate schedule set forth below shall apply to extended assignments, typically thirteen (13) weeks in duration (herein referred to as "Travel Clinical Providers") and contract assignments typically two (2) to thirteen (13) weeks in duration (herein referred to as "Local Contract Clinical Providers").

Should Client require Clinical Providers to report to their assignments more than forty-eight (48) hours prior to their first working day, Client will pay AMN a housing fee of \$XXXX.00 per day.

<b><u>TRAVEL &amp; LOCAL CONTRACT CLINICAL PROVIDER RATES</u></b>					
<b><u>SPECIALTY POSITION</u></b>	<b><u>REGULAR RATE PER HOUR</u></b>	<b><u>INCENTIVE RATE PER HOUR</u></b>	<b><u>CRITICAL NEED RATE PER HOUR</u></b>	<b><u>ON-CALL RATE PER HOUR</u></b>	<b><u>CHARGE RATE PER HOUR</u></b>
Registered Nurse I					
Registered Nurse II					
Registered Nurse III					
Registered Nurse IV					
Registered Nurse V					
RN - Cath Lab					
Licensed Practical Nurse					
Surgical Technologist					
Respiratory Therapist - Certified					
Respiratory Therapist - Registered					
Respiratory Therapist - Pediatric CRT/RRT					
Cardiac Cath Lab Technologist					
Clinical Dietician					
CT (Computed Tomography)					
Cytotechnologist					
Dosimetrist					
Echo Cardiographer					
Echo Cardiographer - Pediatric Specialty					
EEG Technician					
Electrophysiology Technician					
Endoscopy Technician					
General Radiology Technologist					
Histotechnician					
Histotechnologist					
Medical Assistant					
Medical Lab Assistant / Specimen Collector					
Medical Lab Technician					
Medical Physicist					
Medical Technologist					
Medical Technologist - Specialty					
Monitor Technician					
MRI (Magnetic Resonance Imaging)					

Nuclear Medicine Technologist
Occupational Therapist
Occupational Therapy Assistant - Certified
Pharmacist
Pharmacy Technician
Phlebotomist
Physical Therapist
Physical Therapy Assistant
Polysomnographer - Registered
Sonographer - General (OB, AB, BR, Small Parts)
Sonographer - High Risk OB
Sonographer - Multi-Modality / Vascular
Speech Language Pathologist
Vascular Interventional Technologist

**NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.**

**Registered Nurse I:** Rehab, School, Skilled Nursing

**Registered Nurse II:** Antepartum, Level 1 Nursery, Long Term Acute Care, MS, Outpatient Clinic, Psych, Telephone Triage/Call Center

**Registered Nurse III:** BMT, Cardiac Telemetry, Clinical Education Specialist, Home Health, Home Health Hospice, Home Health Psych, Infection Control, MS Tele, Oncology, Outpatient Oncology, PCU, Postpartum, Pre/Post Op, Telemetry, Wound Care (WOCN)

**Registered Nurse IV:** Ambulatory OR, Ambulatory PACU, Ambulatory Pre-Post Op, CVICU, CVOR, Dialysis, Endoscopy, ER, Home Infusion, ICU, IV Therapy, LD, NICU, NICU-Level II, OR, PACU, Pedi-CVOR, Pedi-OR, Pedi-PACU, PICU

**Registered Nurse V:** Cath Lab, First Assist, Interventional Radiology, Pre/Post Cath Lab, Case Manager

(6) Per Diem Clinical Provider Rates.

The following Schedule of Rates shall apply to day-to-day Clinical Provider assignments greater than one (1) day and less than two (2) weeks (herein referred to as "Per Diem Clinical Providers").

<b><u>PER DIEM CLINICAL PROVIDER RATES</u></b>					
<b><u>SPECIALTY POSITION</u></b>	<b><u>REGULAR RATE PER HOUR</u></b>	<b><u>INCENTIVE RATE PER HOUR</u></b>	<b><u>CRITICAL NEED RATE PER HOUR</u></b>	<b><u>ON-CALL RATE PER HOUR</u></b>	<b><u>CHARGE RATE PER HOUR</u></b>
Registered Nurse I					
Registered Nurse II					
Registered Nurse III					
Registered Nurse IV					
Registered Nurse V					
Licensed Practical Nurse					

**NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.**

**Registered Nurse I:** Rehab, School, Skilled Nursing

**Registered Nurse II:** Antepartum, Level 1 Nursery, Long Term Acute Care, MS, Outpatient Clinic, Psych, Telephone Triage/Call Center

**Registered Nurse III:** BMT, Cardiac Telemetry, Clinical Education Specialist, Home Health, Home Health Hospice, Home Health Psych, Infection Control, MS Tele, Oncology, Outpatient Oncology, PCU, Postpartum, Pre/Post Op, Telemetry, Wound Care (WOCN)

**Registered Nurse IV:** Ambulatory OR, Ambulatory PACU, Ambulatory Pre-Post Op, CVICU, CVOR, Dialysis, Endoscopy, ER, Home Infusion, ICU, IV Therapy, LD, NICU, NICU-Level II, OR, PACU, Pedi-CVOR, Pedi-OR, Pedi-PACU, PICU

**Registered Nurse V:** Cath Lab, First Assist, Interventional Radiology, Pre/Post Cath Lab, Case Manager

- E. Per Diem Clinical Providers Shift Differentials.** The following increased differentials will apply to the Per Diem Clinical Provider Rates. The hours between 7:00 p.m. on Friday through 6:59 a.m. on Monday will be considered "weekend" shifts below. Shift differentials will be invoiced for the entire shift in which the majority of the hours worked is during the shift differential period.

Shift Start Time	Shift End Time	Amount	Description
3:00 p.m.	11:00 p.m.		Weekday evening and/or weekday rotating day/evening
11:00 p.m.	7:00 a.m.		Weekday night and/or weekday rotating day/night
7:00 a.m.	3:00 p.m.		Weekend day
3:00 p.m.	11:00 p.m.		Weekend evening
11:00 p.m.	7:00 a.m.		Weekend night

- F. High Needs Specialties.** Client may designate certain specialties at the time of order as urgent, immediate, special or unique, for which Client shall approve the use of the Incentive Rate or the Critical Need Rate as set forth in the rate schedule above for the duration of such assignment or extension. ***Incentive Rate*** may be used in situations where there is an unexpected high number of needs including, but not limited to, unexpected FMLAs, resignations, increased census and the regular rate has been used but is not creating enough file flow. ***Critical Need Rate*** is used in situations in which there is a critical staffing need including, but not limited to, the Client's loss of key personnel or the potential for diversion or shut down of services.
- G. Charge Rate.** In the event a Clinical Provider is required to perform lead or supervisory duties during his or her assignment, Client shall pay an hourly charge rate set forth in the rate schedule above in addition to the applicable confirmed rate for all such hours worked.
- H. Work Week.** Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.
- I. Overtime.** Client agrees to pay one and one-half (1.5) times the applicable confirmed rate set forth above for all hours worked by Clinical Providers of more than forty (40) hours in one (1) week. If any applicable law requires AMN to pay a Clinical Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable confirmed rate per hour), Client shall pay AMN the same multiple on the applicable confirmed rate for such hours. AMN may comply with Client's policies regarding overtime when such compliance accords with AMN's obligations under state and federal laws, and are communicated to AMN concurrently with the execution of this Agreement or at least ninety (90) days prior to the effective date of such changes.
- J. Holidays.** Client shall pay one and one-half (1.5) times the applicable confirmed rate for time worked by Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.
- K. On-Call/Call Back.** Client shall pay ***uncontrolled on-call hours***, defined as hours where Clinical Provider is not required to stay on the Facility's premises, at the hourly on-call rate set forth in the rate schedule above. Client will pay ***controlled on-call hours***, defined as hours where Clinical Provider is required to stay on the Facility's premises, at the applicable confirmed rate. Clinical Provider must arrive at Facility

within forty-five (45) minutes of receiving call. If Clinical Provider is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease and Client shall instead pay AMN one and one-half (1.5) times the applicable confirmed rate for the duration of the call-back period. The minimum call-back period is two (2) hours.

- L. Minimum Work Week.** For Travel and Local Contract Clinical Providers confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client shall provide such Clinical Providers a guaranteed minimum of forty (40) scheduled hours per each weekly payroll period. For Travel and Local Contract Clinical Providers confirmed for twelve (12) hour shifts, Client shall provide such Clinical Providers a guaranteed minimum of thirty-six (36) scheduled hours per each weekly payroll period. Client and AMN may mutually agree in a written confirmation to a guaranteed minimum of forty-eight (48) scheduled hours per weekly payroll period solely for critical need assignments on a per confirmation basis. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide the minimum guaranteed hours, Client will be invoiced and shall pay the applicable confirmed rate for all hours below the minimum for such Clinical Provider. The calculation of the guaranteed minimum work week includes regular hours, call back hours and overtime hours worked, but does not include any "on-call" time. A guaranteed minimum work week does not apply to Per Diem Clinical Providers. Client however can cancel up to one (1) shift per 13-week assignment of a Clinical Provider without penalty. If Clinician has an unexcused absence or voluntarily does not work the assigned shift, Client is not responsible for payment of unworked hours and/or shift.

**M. Additional Obligations.**

- (1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Clinical Provider's assignment under Client's supervision, including but not limited to applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each Clinical Provider with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations that are required for members of Client's workforce under applicable federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA. Further, Client will utilize Clinical Providers only for the need requested and will assign Clinical Providers to work only in the clinical specialty areas in which they are professionally qualified and oriented to work. Client agrees to float a Clinical Provider only in accordance with Client's floating policies for all staff, and the clinical experience of Clinical Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
- (2) Clinical Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Clinical Providers in connection with the temporary or full-time conversion professional services provided by Clinical Providers for Client. Client will control the details of the work and will be responsible for the work product of Clinical Providers. AMN, Affiliated Companies or Subcontractors will not provide office space, equipment or other materials required for the performance of work by Clinical Providers assigned to Client hereunder.
- (3) Client agrees to complete an evaluation regarding the performance of each Clinical Provider upon completion of Clinical Provider's assignment (or after the first completed shift and annually thereafter for Per Diem Clinical Providers) and to forward each such evaluation to AMN within fifteen (15) days.
- (4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude Clinical Providers from coverage where Client does not intend to cover Clinical Providers. Client agrees that AMN shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Clinical Providers.
- (5) AMN, Affiliated Company or Subcontractor, as applicable, will employ Clinical Providers and manage all employment aspects of their respective employed Clinical Providers assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. AMN, Affiliated Companies or Subcontractors shall be responsible for the payment of



wages to their respective employed Clinical Providers for work performed on assignments hereunder and AMN, Affiliated Company or Subcontractor, as applicable shall verify the identity and right to work of each of their respective employed Clinical Providers under the United States immigration laws.

- (6) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) Clinical Providers placed on assignment only in accordance with this Service Line Exhibit. Client shall not knowingly (directly or indirectly) cause or encourage any Clinical Providers to transfer to or work for another personnel or employee staffing company other than the AMN, Affiliated Company or Subcontractor who originally confirmed the Clinical Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

**N. Insurance.**

- (1) AMN shall, and AMN shall contractually require Affiliated Companies and Subcontractors to maintain, at each of its own respective expense, the following insurance:
  - (i) Professional Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and
  - (ii) Automobile Liability with limits of not less than \$1,000,000 combined single limit.
- (2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. In the event such liability insurance is not commercially available in the amounts required, then the parties shall provide insurance in such amounts as they shall mutually agree to in writing. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Clinical Providers or employees.

**O. Removal of Clinical Providers from Assignment, Postponement and No-Shows.**

- (1) Travel and Local Contract Clinical Provider Cancellations. Client may immediately terminate an assignment of Clinical Provider upon providing notice in writing that Clinical Provider is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Clinical Providers are involved. In the event Client wishes to cancel or terminate a Clinical Provider at any time prior to start of assignment or during such assignment for reasons other than those listed above, Client agrees to give AMN written notice as set forth below:
  - (i) For Travel Clinical Providers – Thirty (30) days written notice of cancellation. Should Client be unable to provide such cancellation notice, Client agrees to pay a cancellation fee of two (2) weeks of guaranteed minimum hours at the Travel Clinical Provider's applicable confirmed hourly billing rate.
  - (ii) For Local Contract Clinical Providers – Seven (7) days written notice once a confirmation has been sent by AMN or Subcontractor and Clinical Provider has been booked to start, or once Clinical Provider has actually begun their assignment. Should Client be unable to provide such cancellation notice, Client agrees to pay a cancellation fee of one (1) week of guaranteed minimum hours at the Local Contract Clinical Provider's applicable confirmed hourly billing rate.

In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by AMN as a result of such cancellation.

- (2) Per Diem Clinical Provider Cancellations and Late Shift Starts.
  - (i) For Per Diem Clinical Providers, Client shall provide two (2) hours' notice of cancellation before a scheduled shift or it will be considered a late cancellation and Client shall pay for two (2) hours at

the applicable confirmed rate for the Per Diem Clinical Provider. If the scheduled Per Diem Clinical Provider has reported to Client and is later not needed and sent home, Client shall pay the greater of (i) the number of hours worked by Per Diem Clinical Provider at the applicable confirmed rate or (ii) four (4) hours at the applicable confirmed rate for the Per Diem Clinical Provider; it being understood that Client reserves the right to work the Per Diem Clinical Provider for such four (4) hours if Client chooses.

- (ii) If a Per Diem Clinical Provider is late for a scheduled shift, AMN will bill Client only for actual hours worked by the Per Diem Clinical Provider. If AMN does not give Client two (2) hours' notice of a cancellation, it will be considered a late cancellation on the part of AMN and two (2) hours of credit will be due to Client which will be reflected on the next invoice, unless AMN is able to locate a replacement Per Diem Clinical Provider acceptable to Client to work the assignment. If AMN is contacted by Client to schedule a shift less than two (2) hours in advance of the start of that shift, Client will pay for the entire shift requested, as long as the Per Diem Clinical Provider arrives within one (1) hour of the shift start time. If Per Diem Clinical Provider does not arrive within one (1) hour of the shift start time, Client will pay for all hours worked by the Per Diem Clinical Provider from arrival at Client's Facility to the end of his/her shift. If a Per Diem Clinical Provider does not show up for a scheduled shift, two (2) hours of credit will be due to Client and such credit will be reflected on the next invoice, unless AMN is able to locate a replacement Per Diem Clinical Provider acceptable to Client to work the assignment. AMN will use best-faith effort to pay the two (2) hours of credit in a timely manner, not to exceed invoice the invoice term of six (6) months, as outlined in Section 4(c) of this Agreement.

**P. Hiring of Clinical Providers by Client.** For purposes of this entire Section, hours of Clinical Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

- (1) Client will have sole responsibility for making hiring decisions with respect to Clinical Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Company nor Subcontractor shall have liability for any acts or omissions of such Conversion Candidates.
- (2) Right to Hire Clinical Providers. Following presentation or confirmation of Clinical Provider for an assignment, whichever is later, Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) a: (i) Travel or Local Contract Clinical Provider only after the completion of at least 520 consecutive hours on assignment and the current or confirmed assignment, or (ii) a Per Diem Clinical Provider only after the completion of at least 520 hours on assignment. Should Client hire or retain the services of any Clinical Provider and Clinical Provider has worked less than or equal to 520 hours, Client shall pay a reassignment fee (no fee applies where prohibited by law) as set forth in the table below. Client shall provide AMN thirty (30) days' prior written notice of its intent to directly hire any Clinical Providers, including the date of anticipated hire.

Hours Worked by Clinical Provider	Fee Based on Percentage of Expected Annualized First Year's Base Salary
0 hours	
Less than hours 400	
hours 400 to 519 hours	
Greater than or equal to 520 hours	

- (3) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the reassignment fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:
  - (i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then AMN shall refund to Client the reassignment fee on a prorated basis, with AMN retaining the percentage of the

reassignment fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.

(ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:

(a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or

(b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.

(iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.

(4) The obligations of this Section survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months.

**Q. Limitation of Liability.**

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

**Exhibit A-2**  
**SERVICE LINE – Locum Tenens (Physician) Staffing**

**A. Scope of Staffing Services.**

- (1) Services include the management of staffing services for the specific locum tenens specialties set forth in the schedule of rate ranges below (“Locum Tenens Provider(s)”). For purposes of this Service Line Exhibit, locum tenens staffing will be provided through the use of Subcontractors or AMN’s Affiliated Companies that provide locum tenens staffing (Staff Care, Inc. and Locum Leaders, Inc.).
- (2) All new start assignments, extensions/renewals and confirmations of Locum Tenens Providers after the Go Live Date for this Service Line Exhibit shall be managed by AMN through the MSP process, and paid by Client pursuant to the terms set forth herein and a written confirmation approved by Client issued hereunder and incorporated herein by reference (“Confirmation”).
- (3) The terms set forth in this Service Line Exhibit apply only to locum tenens staffing.

**B. Client Requirements Table.** Prior to placing any Locum Tenens Providers on assignment, the Affiliated Company and Subcontractor will obtain and maintain documentation of the requirements set forth in **Exhibit C** specific for its respective Locum Tenens Providers. The costs associated with the requirements set forth in **Exhibit C** are included in the bill rates set forth in this Service Line Exhibit. Any changes to **Exhibit C** will require mutual written agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Upon Locum Tenens Provider’s arrival to Client’s Facility, Client will verify the identity of each Locum Tenens Provider by a visual check of Locum Tenens Provider’s photo identification and professional license or certification.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing (“Service Line Initial Term”), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a “Service Line Extension Term”) by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the “Service Line Term.”

**D. Rate Schedule and Compensation.**

- (1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-2** for the not-to-exceed annual amount of **\$12,000,000** during the Service Line Term inclusive of travel expenses.
- (2) The following schedule includes the bill rate ranges for the locum tenens positions listed below. The rate ranges set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client. Prior to the Go Live Date for this Service Line Exhibit, Client may place new orders for Locum Tenens Provider assignments, for which Affiliated Companies may elect in its sole discretion to present Locum Tenens Providers pursuant to the rate ranges set forth below without the use of Subcontractors or Technology.
- (3) The parties acknowledge that the actual hourly bill rates charged for locum tenens assignments shall depend on the complexity and circumstances of a specialty or specific position, the geographic location of the assignment, demand for certain specialties, speed with which a Locum Tenens Provider is requested by Client, and the pay requirements of a locum tenens provider. Client and AMN will specify any placement specific terms, including but not limited to rates in a Confirmation, which shall take precedence over the rate ranges listed in the schedule below and/or the terms in this Service Line Exhibit.
- (4) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of

the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.

- (5) The rate schedule below includes: (i) the amounts payable by Client to AMN for AMN's Services, and (ii) fees to be paid to Provider, as agreed to by Locum Tenens Provider and Client. The portion of the rate payable to AMN will vary depending upon amounts payable to Locum Tenens Provider from Client. Such variation will not affect the amounts reflected in the schedule. Affiliated Company or Subcontractor shall pay the Locum Tenens Providers on behalf of Client for services rendered and at rates agreed to by Client and Locum Tenens Providers, as facilitated by Affiliated Company or Subcontractor. Client acknowledges that Affiliated Company or Subcontractor acts solely as a placement agency and will negotiate on behalf of Client the rate to be paid to Locum Tenens Provider.

**Standard**

PRIMARY CARE										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
FAMILY PRACTICE: OUTPATIENT ONLY										
FAMILY PRACTICE: FULL SCOPE										
INTERNAL MEDICINE:OUTPATIENT ONLY										
INTERNAL MEDICINE: FULL SCOPE										
PEDIATRICS										
PEDIATRICS: FULL SCOPE										
PREVENTATIVE MEDICINE/OCCUPATIONAL MEDICINE										
FAMILY PRACTICE: TELEMEDICINE										
URGENT CARE										
HOSPITAL-BASED										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
CARD/NEURO										
EMERGENCY MEDICINE: 24+ HOUR SHIFTS										
EMERGENCY MEDICINE: ABEM/AOBEM CERTIFIED PHYSICIAN										
EMERGENCY MEDICINE: PRIMARY CARE PHYSICIAN W/ EM EXPERIENCE										

<i>HOSPITALIST</i>	
<i>RAD/INTERVENTIONAL</i>	
<i>RAD/MRI &amp; MAMMO</i>	
<i>RADIOLOGY: NEUROLOGY</i>	
<i>RADIOLOGY: GENERAL</i>	

INTERNAL MEDICINE SUB SPECIALTIES										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
<i>CARDIOLOGY</i>										
<i>CARDIOLOGY - NON-INVASIVE</i>										
<i>CARDIOLOGY - INVASIVE</i>										
<i>CRITICAL CARE</i>										
<i>ENDOCRINOLOGY</i>										
<i>GASTROENTEROLOGY</i>										
<i>HEMATOLOGY/ONCOLOGY</i>										
<i>INFECTIOUS DISEASE</i>										
<i>INTENSIVE CARE</i>										
<i>NEONATOLOGIST</i>										
<i>NEPHROLOGY</i>										
<i>NEUROLOGY</i>										
<i>NEUROLOGY HOSPITALIST</i>										
<i>ONCOLOGY</i>										
<i>PATHOLOGY</i>										
<i>PULMONARY DISEASE</i>										
<i>PULMONOLOGY CRITICAL CARE</i>										
<i>RADIATION ONCOLOGY</i>										

SURGERY										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
<i>CARDIOTHORACIC SURGERY</i>										
<i>DERMATOLOGY</i>										
<i>GENERAL SURGERY</i>										
<i>NEUROLOGICAL SURGERY</i>										
<i>OB/GYN</i>										
<i>OB/GYN: MATERNAL AND FETAL MEDICINE</i>										
<i>OBG - HOSPITALIST</i>										
<i>OPHTHALMOLOGY</i>										
<i>ORAL MAXIFACIAL SURGERY</i>										

ORTHOPEDIC SURGERY: GENERAL	
ORTHOPEDIC SURGERY: HAND	
ORTHOPEDIC SURGERY: TRAUMA	
OTOLARYNGOLOGY (ENT)	
PLASTIC SURGERY	
SURGICAL CRITICAL CARE TRAUMA	
UROLOGY	
VASCULAR SURGERY	

DENTISTRY										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
DENTIST: GENERAL										
DENTIST: PEDIATRIC										

NURSE PRACTITIONER/PHYSICIAN ASSISTANTS										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
NP/ PA: FAMILY MEDICINE										
NP/ PA: IMSS										
NP/ PA: URGENT CARE										
NP/PA: ER										
NP/PA: HOSPITALIST										
NP/PA: INTERNAL MEDICINE										
NP/PA: NEONATAL										
NP/PA: NEUROLOGY										
NP/PA: OCCUPATIONAL MEDICINE										
NP/PA: ONCOLOGY										
NP/PA: PEDIATRICS										
NP/PA: PSYCHIATRY										
NP/PA: WOMAN'S HEALTH										
NP/PA: SURGERY: OTHER										
NP/PA: SURGERY: VEIN										

BEHAVIORAL HEALTH										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
PHYSICAL MEDICINE AND REHABILITATION										

PSYCHIATRY	
PSYCHIATRY: CHILD & ADOLESCENT	
PHYSIATRY	
PSYCHOLOGY	
PSYCHIATRY: TELEMEDICINE	

**NOTE:** For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

**Daily Rate:** Rate charged per day up to eight (8) hours in each day worked unless otherwise noted as an Hourly Rate in the rate grid above.

**Hourly Rate:** The rate charged per hour worked as noted in the rate grid above.

**Hourly Premium Rate:** Rate charged for all hours worked beyond eight (8) hours each day regardless of whether the Daily Rate or Hourly Rate.

**Weeknight Call:** Rate charged per night for Locum Tenens Provider to carry a beeper or to be on-call in conjunction with daytime hours (Monday-Friday).

**24-Hour Call:** Rate charged for Locum Tenens Provider to carry a beeper or to be on-call for any portion of any calendar day for which 24-hour call is in effect. Any additional hours worked while on-call will be billed at the Hourly Premium Rate.

**E. Administrative Service Fee.** The fee for Administrative Services shall be \$XXXX.00 per day and applies to each calendar day a Locum Tenens Provider delivers services through either patient contact or call availability, and includes the following services where applicable: arranging travel and accommodations, maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding Client's verification forms to third parties and follow-up to help ensure completed forms are returned to Client in a timely manner.

**F. Holiday Premium.** Client agrees to pay one half (0.5) times the Hourly Rate for all hours in a typical shift for such Locum Tenens Provider (or one half (0.5) the Daily Rate for Locum Tenens Providers paid at the Daily Rate) for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, provided such Locum Tenens Provider remains in the assignment community, whether or not services are actually provided on the applicable holidays. If Locum Tenens Provider has any patient contact or is required to report to Client's Facility at any time on a holiday, Client will pay one and one half (1.5) times the regular Hourly Rate for Holiday hours worked by Locum Tenens Provider (or one and one half (1.5) times the Daily Rate for Locum Tenens Providers paid at the Daily Rate). Holidays begin at 12:00 a.m. the day of the holiday and end at 11:59 p.m. on the day of the holiday.

**G. Reassignment Fee.** The Reassignment Fee (refer to Section K(1) on definition) for Locum Tenens Providers presented under this Service Line Exhibit is as follows:

Specialty	Reassignment Fee		
	0-240 Hours Worked	241-480 Hours Worked	+481 Hours Worked
IMSS/Surgery			
Other Physician			
Advance Practice / Dentistry			

**Note:** This Service Line Exhibit excludes the specialty of Anesthesiology. For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

**H. Work Week.** Client agrees that billing will be provided weekly to begin on Sunday and end on Saturday.



**I. Additional Obligations.**

- (1) Client shall notify AMN within five (5) days of a Locum Tenens Provider's presentation to Client whether it shall accept or decline the services of Locum Tenens Provider. Client shall exercise independent judgment of the professional qualifications of Locum Tenens Providers and whether they meet the requirements of their assignments. Client shall assign Locum Tenens Providers only to areas of practice within their clinical competence.
- (2) Client shall determine with Locum Tenens Provider, as facilitated by AMN, Locum Tenens Provider's fees, coverage assignments, schedule, number of hours provided, number of patients served and all other requirements related to the performance of professional services by Locum Tenens Provider in accordance with the terms set forth in the applicable Confirmation.
- (3) Client shall supply Locum Tenens Providers, according to the required specialty, with (i) a reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, (iv) appropriately trained support staff, as necessary, and (v) any other customary support, in each case to enable Locum Tenens Provider to perform medical services in Locum Tenens Provider's specialty on comparable terms to other practitioners in the same specialty at Client. Client shall provide to Locum Tenens Provider(s) an orientation of the Facility and required policies and procedures; such time will be billable to Client at the rate set forth in the applicable Confirmation.
- (4) Client will bill for, collect and retain all professional fees generated by services rendered by Locum Tenens Provider.
- (5) AMN will arrange a complete travel and accommodation itinerary for Locum Tenens Providers in coordination with Client. Client shall reimburse AMN for all pre-approved reasonable costs of travel and housing en route or on assignment related to Locum Tenens Provider's assignment, including without limitation, airfare, local transportation, and lodging. Client shall establish and pay for all fees associated with hospital privileges for Locum Tenens Provider. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.
- (6) Client shall comply with all Joint Commission and any requirements of federal, state and local regulatory agencies and accrediting bodies relating to patient care, the practice of medicine and related activities. Client has full medical responsibility of its patients in general and agrees to supervise its patients accordingly.
- (7) Client acknowledges that (i) Locum Tenens Provider is not an employee, subcontractor, agent or representative of AMN, Affiliated Companies or Subcontractors, (ii) the relationship of Locum Tenens Provider to AMN, Affiliated Company or Subcontractor is that of an independent contractor, (iii) all payments made by Affiliated Company or Subcontractor to Locum Tenens Provider hereunder are made on behalf of Client, and (iv) AMN, Affiliated Companies and Subcontractors act only as a placement agency. Client acknowledges that neither AMN, Affiliated Companies, Subcontractors, nor any of their respective employees is engaged in any fashion in the practice of medicine. AMN, Affiliated Companies and Subcontractors are not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any Locum Tenens Provider, nor shall AMN, Affiliated Companies or Subcontractors have any right or responsibility for making any determinations regarding Locum Tenens Provider's professional service assignments, schedule or practice. AMN, Affiliated Companies and Subcontractors shall have no liability for any injury or any loss to any party relating to or in any way arising out of Locum Tenens Provider's professional services or any other Locum Tenens Providers' acts or omissions.
- (8) Client shall ensure Locum Tenens Providers have completed compliance training as part of Client's onboarding program, including maintenance of records, in compliance with applicable Medicare Compliance Program requirements as set forth in the CMS Regulations.

**J. Insurance.**

- (1) Affiliated Company and Subcontractors shall arrange professional liability insurance for their respective Locum Tenens Providers in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate (or, if placed in a state with a patient compensation fund (or similar mechanism) in which the Locum Tenens Provider will be enrolled, at least the minimum amount required to be eligible for enrollment in such fund). Client acknowledges and agrees that Affiliated Companies and Subcontractors shall not be required to obtain workers' compensation insurance coverage for Locum Tenens Providers. AMN shall ensure that Affiliated Companies and/or Subcontractors furnish certificates of insurance evidencing professional liability insurance coverage as set forth above. Neither AMN nor Affiliated Companies shall provide insurance on behalf of Subcontractors or for Locum Tenens Providers submitted by Subcontractors. Further, AMN shall not provide insurance on behalf of Affiliated Companies or for Locum Tenens Providers submitted by Affiliated Companies.
- (2) Client acknowledges and agrees that (i) the insurance coverage set forth above applies only to the professional services of the Locum Tenens Provider during each agreed upon term of their assignment, and (ii) such insurance coverage will not cover acts outside of the scope or term of an assignment. Accordingly, Client will not permit any Locum Tenens Provider to work beyond the agreed upon coverage dates or "off the clock" without Affiliated Company's or Subcontractor's knowledge and approval.

**K. Reassignment, Termination and Non-Solicitation.**

- (1) If, within six (6) months after (i) a Locum Tenens Provider candidate ("Presented Provider") is presented to Client; (ii) the cancelation, suspension, or conclusion of the credentialing process regarding a Presented Provider, or (iii) a Locum Tenens Provider ceases to provide services under this Agreement, whichever is later, and such Presented Provider or Locum Tenens Provider becomes a permanent employee or otherwise performs services as an independent contractor to Client, then Client shall pay AMN the applicable reassignment fee set forth above (the "Reassignment Fee"), except where prohibited by law. For the purpose of clarity, the Reassignment Fee is due as to any Presented Provider whose services or curriculum vitae were made available to Client orally or in writing unless Client provides notice that Client is contractually prevented from accepting such Presented Provider pursuant to a prior agreement with another agency (specific to time and location) within five (5) business days of the presentation of such Presented Provider by AMN. To exercise a reassignment of a Locum Tenens Provider, Client must provide AMN at least five (5) days prior written notice of the employment or engagement of such Locum Tenens Provider, and pay all outstanding invoices due for services provided by such Locum Tenens Provider in full, Client shall not share or distribute credentials of any Presented Providers or Locum Tenens Providers with or to any third party without prior written authorization of AMN.
- (2) Termination of Locum Tenens Provider Without Cause. Client may terminate the services of any scheduled Locum Tenens Provider by providing written notice to AMN. Such termination shall be effective thirty (30) days after AMN's actual receipt of such written notice. For the avoidance of doubt, Client shall be invoiced in accordance with this Agreement and any outstanding Confirmations for all scheduled time of Locum Tenens Providers through the effective date of termination of the assignment. Upon termination of the assignment, Client shall pay all fees and expenses that are due and owing to AMN and Locum Tenens Providers in accordance with the terms of this Agreement.
- (3) Termination of Locum Tenens Provider for Cause. If during any assignments or placements hereunder, Client requires a termination of Locum Tenens Provider for "cause," Client shall provide written notice of such determination to AMN, and AMN shall attempt to replace such Locum Tenens Provider. Client shall be solely responsible for terminating the Locum Tenens Provider for "cause" which shall mean a Locum Tenens Provider's unsatisfactory or unacceptable performance including, but not limited to, intentional or unintentional dereliction of duties, absence during scheduled work times without Client's written approval, acts of professional negligence, or loss of hospital privileges, each as determined by Client in its sole discretion. Client may request that AMN, on Client's behalf, deliver a notice of termination for cause to the Locum Tenens Provider, which notice shall be delivered promptly and shall be effective upon delivery. AMN shall not have the unilateral right or authority to terminate a Locum

Tenens Provider's assignment. Client shall pay AMN and Locum Tenens Provider, as applicable, for amounts due and owing under this Service Line Exhibit or the applicable Confirmation through the date of Client's termination of Locum Tenens Provider's assignment. If Client terminates a Locum Tenens Provider (or refuses to use a Locum Tenens Provider) as a result of any background check, drug test or other screening procedure conducted on the Locum Tenens Provider, Client shall provide AMN with the results of such screenings unless otherwise prohibited by applicable law.

- (4) Client shall not knowingly (directly or indirectly) cause or encourage or permit any Locum Tenens Provider to transfer to or work through another locum tenens company other than AMN, the Affiliated Company or Subcontractor who originally presented the Locum Tenens Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.
- (5) This Section will survive any termination or expiration of this Agreement for a period of twelve (12) months.

**L. Limitation of Liability.**

- (1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.
- (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).
- (3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.
- (4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

**Exhibit A-3**  
**SERVICE LINE – Non-Clinical Staffing**

**A. Scope of Staffing Services.**

- (1) This Service Line Exhibit covers the terms applicable for temporary or full-time conversion staffing services requested by Client for the specific non-clinical positions set forth in the rate schedule below (“Non-Clinical Provider(s)”). All new start assignments, extensions/renewals and confirmations after the Go Live Date for this Service Line Exhibit shall be managed by AMN through the MSP process and paid by Client pursuant to the terms set forth herein. Non-Clinical staffing services will be provided through the use of Affiliated Companies and/or Subcontractors.
- (2) The terms set forth in this Service Line Exhibit apply only to non-clinical staffing.

**B. Selection Process and Client Requirements Table.**

- (1) Prior to placing a Non-Clinical Provider on assignment, Affiliated Company and Subcontractor will obtain and maintain Client documentation of the requirements set forth in **Exhibit C** specific to non-clinical placements.
- (2) Client shall interview candidates within five (5) business days of file submission and shall determine whether Non-Clinical Provider is confirmed for assignment within five (5) business days of interview.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing (“Service Line Initial Term”), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a “Service Line Extension Term”) by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the “Service Line Term.”

**D. Rate Schedule and Compensation.**

Client agrees to pay AMN for the performance of Services described in this **Exhibit A-3** for the not-to-exceed annual amount of **\$5,000,000** during the Service Line Term inclusive of travel expenses.

<u>Job Classification</u>	<u>Regular Rate Range Per Hour</u>
Project Manager - Epic / HIT / Clinical / Ancillary	
IT Program Manager - Senior	
IT Project Coordinator	
Program Manager	
Project Manager	
Epic Report Writer	
Epic Testing Analyst	
Epic Security Analyst	
Epic Security Analyst Senior	
Epic Reporting Analyst Clarity	
Integration Analyst - Bridges, HL7, Cloverleaf, etc.	
Analyst - Epic - Intermediate	
Application Coordinator - Epic	
Clinical Applications (ASAP, Beaker, Cupid, Willow)	
PACS, Onbase and other Ancillary Apps	
Revenue Cycle Applications (Cadence, Prelude, PB, HB)	
Training - Credential Trainers	

Training - Go Live - At the Elbow
Training - Principal Trainer / Curriculum Build
Helpdesk Support - IT
Helpdesk - Lead
ERP and all other Biz Applications (HRIS, Financial, etc.)
Quality Assurance Analyst (QA)
Windows System Engineer / Administrator Senior
UNIX / Linux System Engineer / Administrator
Route / Switch - Network Engineer / Operations
VoIP Engineer
Dev / Ops / Automation Engineer
Dev / Ops & RPA / Automation Engineer Senior
Cloud Architect
Cloud System Engineer / Administrator
Data Engineer
Data Scientist
Business Analyst, Intermediate
Business Analyst, Senior
Desktop Support
Security - Disaster Recovery
Entry Level Security Analyst
Firewall - Firewall Engineer
Identity Governance and Access - IGAM Analyst
Identity Governance and Access - IGAM Engineer
Security & Compliance Analyst - Intermediate
Security & Compliance Analyst - Senior

**NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.**

Note: Randstad ("RSR"), a subcontractor used by AMN for the management of non-clinical temporary staffing services to Client, will support hiring manager's ability to set rates based on Client established budgets. To better assist hiring manager in rate benchmarking, RSR will create a rate card (as guidance) enabling the business to optimize cost savings but also remain competitive in the marketplace. Upon execution of this Service Line Exhibit, Randstad will conduct a rate analysis based on various components such as specific job functions, location, and market trends. The rate card will be built into the suite of options within the tool.

- E. **Work Week.** Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.
- F. **Overtime.** Client agrees to pay one and one-half (1.5) times the applicable regular rate set forth above for all hours worked by Non-Clinical Providers of more than forty (40) hours per week. If any applicable law requires AMN to pay a Non-Clinical Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the regular rate), Client shall pay AMN the same multiple on the bill rate for such hours.
- G. **Holidays.** Client shall pay one and one-half (1.5) times the applicable regular rate set forth above for time worked by Non-Clinical Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.

**H. Expenses.** Client shall pay AMN for all pre-approved Non-Clinical Providers' travel expenses. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

**I. Additional Obligations.**

- (1) Client acknowledges that Non-Clinical Providers will perform work on a temporary or full-time conversion basis under the direction of Client. Client shall properly supervise Non-Clinical Providers, control the details of their work, and shall be responsible for the work product of the Non-Clinical Providers. Client will be responsible for its business operations, products, services, and intellectual property. AMN, Affiliated Companies and Subcontractors will not be responsible for the work product, acts, errors or omissions of the Non-Clinical Providers on assignment at Client. In the event Client requests a Non-Clinical Provider to obtain remote access (within the United States) to Client's system and/or applications, Client (and not AMN, Affiliated Company or Subcontractors) shall be responsible for ensuring that Non-Clinical Providers meet the Client's access and/or use requirements.
- (2) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Non-Clinical Provider's assignment under Client's supervision. Client shall provide a safe place to work, adequate supervision and all necessary site-specific information, training, instructions and safety equipment. Client agrees to include Non-Clinical Providers in any Client safety program and hazardous communication training program, and to cover the cost of any safety or personal protective equipment.
- (3) Client shall provide a job description for the temporary or full-time conversion Non-Clinical position requested no later than the time of order placement. Client shall not change the assignment or job duties of Non-Clinical Providers without AMN's prior written approval.
- (4) Client agrees that it will control and safeguard its premises, processes, or systems, and not permit Non-Clinical Providers to operate any vehicle or mobile equipment, perform work involving the handling of hazardous substances (as defined by OSHA), or entrust them with unattended premises, cash, checks, keys, or credit cards without AMN's prior written approval or as strictly required by the job description provided to AMN and agreed to by AMN. Client shall not entrust merchandise, confidential or secret information, non-public personally identifiable information, negotiable instruments, or other valuables without AMN's prior written approval or as strictly required by the job description provided to AMN and agreed to by AMN.
- (5) Client agrees that temporary or full-time conversion bookkeepers, financial analysts and other finance-related personnel shall not sign any accounting or other financial related opinions or other related documentation. In addition, such Non-Clinical Providers shall not sign any documents which are going to be filed with any federal, state or local government, including without limitation, any financial statements which are attached and incorporated into the public filings of publicly traded companies with the Securities and Exchange Commission.

**J. Removal from Assignment.**

- (1) Client may immediately terminate an assignment of a Non-Clinical Provider upon providing notice in writing (e.g., e-mail) that the Non-Clinical Provider is incapable of performing the duties of the position, commits acts of negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Non-Clinical Providers are involved. Client shall remain responsible to pay AMN for all time worked by the Non-Clinical Provider.
- (2) In the event that Client requests that a Non-Clinical Provider that has been scheduled to provide services (whether or not actually placed in the Facility) be removed or his or her placement be cancelled, and such removal or cancellation does not satisfy the conditions of the preceding paragraph, Client shall pay all amounts owed hereunder for services provided through the effective date and time of

the cancellation. Client also agrees to reimburse Affiliated Company or Subcontractor for any reasonable fees and/or charges incurred that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, and all other non-cancellable amounts for which Client would have been required to pay or reimburse through the remaining term of the assignment (such as non-cancellable rental or lease costs).

**K. Hiring of Non-Clinical Providers by Client.** For purposes of this entire Section, hours of Non-Clinical Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

- (1) Client shall have sole responsibility for making hiring decisions with respect to Non-Clinical Providers that Client decides to hire as a Client employee ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Company nor Subcontractor shall have liability for any acts or omissions of such Conversion Candidates.
- (2) Following confirmation of assignment, Client may subsequently hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) a Non-Clinical Provider only after the completion of at least 1,000 consecutive hours on assignment and the current or confirmed assignment. Should Client hire or retain the services of any Non-Clinical Provider and the Non-Clinical Provider has worked less than 1,000 hours, Client shall pay AMN a conversion fee (no fee applies where prohibited by law) calculated as follows: [REDACTED] percent ([REDACTED]%) of the Non-Clinical Provider's annualized first year's base salary reduced by the percentage of hours worked of 1,000 hours. Client shall provide AMN with prior written notice of its intent to directly hire any Non-Clinical Providers, including the date of anticipated hire. AMN agrees to waive the conversion fee if the Non-Clinical Provider has been initially sourced by Client and presented to AMN by Client.
- (3) The conversion fee is due in accordance with Section K(4)(iii) below on the day the Non-Clinical Provider candidate performs any services to Client outside of this MSP program. These policies will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Service Line Exhibit, and whether or not Client, AMN, Affiliated Company or Subcontractor is in breach of any term of this Agreement. In addition, should Client elect to interview a Non-Clinical Provider Candidate for a permanent position, Client agrees to pay the expenses related to that interview.
- (4) **Guarantee Period: 0-Hour Conversion.** In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the conversion fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:
  - (i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then AMN shall refund to Client the conversion fee on a prorated basis, with AMN retaining the percentage of the conversion fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.
  - (ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:
    - (a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or
    - (b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.

- (iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.
- (5) This Section will survive any termination or expiration of this Agreement for a period of twelve (12) months.
- (6) Permanent Placement. The placement fee will be [REDACTED] percent ([REDACTED]%) of Conversion Candidate's annual salary. The placement fee shall be earned by Randstad when a candidate referred by Randstad is subsequently employed by Client within six (6) months of the first presentation of such candidate to Client. These candidates have not worked on a temporary basis with Client through Randstad. In the event Client voluntarily files a Chapter 11 bankruptcy petition (or becomes subject to an involuntary bankruptcy petition), it shall, as soon as practicable thereafter, seek entry of an Order from the U.S. Bankruptcy Court having jurisdiction over Client's bankruptcy case(s), in form and substance acceptable to Randstad, (a) assuming this Agreement, (b) authorizing payment to Randstad as part of any employee wage motion filed by or on behalf of Client, or (c) naming Randstad as a 'critical vendor' and authorizing the payment of Randstad's pre-petition invoices. Client acknowledges that its failure to timely procure either such Order shall automatically serve as grounds for Randstad's immediate rejection/termination of this Agreement. Client acknowledges that Randstad is relying on this provision as an inducement to enter into this Agreement and provide further services to Client from and after the date hereof.

Client agrees to pay the placement fee referenced above in accordance with previously agreed upon and documented payment terms. Absent any previously agreed upon and documented payment terms, Client agrees to pay the placement fee referenced above within fourteen (14) days from the date of invoice.

Randstad offers a thirty (30) day permanent placement guarantee based on the following terms:

- If within thirty (30) days of placement, the candidate should be terminated for performance reasons or should voluntarily resign from the position, Client may request and receive a replacement at no additional cost (Terminations due to position elimination or economic downsizing do not qualify for the guarantee).
- In the event that Randstad is unable to provide a qualified replacement, Randstad will offer a pro-rated refund.
- This guarantee is valid only if payment is received within thirty (30) days of the start date of the initial placement. If payment is not received within that timeframe, the guarantee will not apply and the fee will remain payable in full.

#### **L. Insurance.**

- (1) AMN will contractually require Affiliated Company and Subcontractor to each maintain at its own expense the following insurance:
- (i) Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering any damages caused by an error, omission or any negligent act of the Affiliated Company, Subcontractor, their respective employees and Non-Clinical Providers.
- (2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor, its Non-Clinical Providers and employees. AMN shall not provide insurance on behalf of Subcontractors or their Non-Clinical Providers or employees.

#### **M. Limitation of Liability.**

- (1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence



allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

- (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).
- (3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.
- (4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

**Exhibit A-4**  
**SERVICE LINE – Interim Leadership Provider Staffing**

**A. Scope of Staffing Services.**

- (1) Services include the management of staffing service orders for the interim leadership professional positions as agreed to by the parties in a confirmation form ("Interim Leadership Providers"). For purposes of this Service Line Exhibit, interim leadership professional staffing will be provided through AMN's Affiliated Companies that provide interim leadership professional staffing or through the use of Subcontractors.
- (2) The terms set forth in this Service Line Exhibit apply only to the staffing of Interim Leadership Providers.

**B. Client Requirements Table.**

- (1) For each Interim Leadership Provider who has been confirmed for an assignment, upon request by Client, AMN will provide Client with the requirements set forth in **Exhibit C** specific to Interim Leadership Provider assignment. Upon Interim Leadership Provider's arrival to Client's Facility, Client will verify the identity of each Interim Leadership Provider by a visual check of Interim Leadership Provider's photo identification and professional license or certification.
- (2) Client shall interview candidates within five (5) business days of candidate profile submission and shall determine whether the Interim Leadership Provider is confirmed for assignment within five (5) business days of interview.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

**D. Rate Schedule and Compensation.**

- (1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-4** for the not-to-exceed annual amount of **\$5,000,000** during the Service Line Term inclusive of travel expenses.
- (2) The rates set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client.
- (3) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.
- (4) Interim Leadership Provider Rates.

Each Interim Leadership Provider shall be scheduled for a minimum assignment duration of twelve (12) weeks, beginning with the first (1<sup>st</sup>) full week that Interim Leadership Provider works. Such Interim Leadership Provider positions may be added to this Service Line Exhibit through mutual agreement of the parties in a written amendment to this Agreement signed by both parties, or through execution of an Interim Leadership Provider confirmation form, a sample of which is attached hereto as **Attachment 1** to **Exhibit A-4** ("Confirmation").

INTERIM LEADERSHIP PROVIDERS	
POSITION	WEEKLY REGULAR RATE
Interim Leadership Providers	To be determined for each order and agreed to in writing by executing a Confirmation; each Confirmation can be signed by Client's authorized representative or his designee as previously identified in writing. (Refer to <b>Attachment 1 to Exhibit A-4</b> )

The weekly regular rate set forth above is inclusive of compensation, per diem meal allowance, paid travel days home every other week as set forth in the Confirmation, and all hospital observed holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas Day).

**E. Exempt Status.**

- (1) Client shall provide a job description for the temporary or full-time conversion exempt positions set forth above no later than the time of order placement. Client shall not change the assignment or job duties of such Interim Leadership Providers without AMN's prior written approval. Client represents and warrants that (i) the positions set forth in this Service Line Exhibit or a Confirmation are exempt positions pursuant to applicable state and federal laws, and (ii) Client shall maintain the exempt status of such Interim Leadership Provider through the duration of the Interim Leadership Provider's assignment. Provided Client maintains the exempt status, Client will not pay overtime for hours worked by Interim Leadership Providers.

**F. Additional Obligations.**

- (1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of an Interim Leadership Provider's assignment under Client's supervision including, but not limited to, applicable Joint Commission regulations relating to orientation and evaluation, and HIPAA regulations. Client will provide each Interim Leadership Provider with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only utilize Interim Leadership Providers for the need requested and will only assign Interim Leadership Providers to work in the areas in which they are professionally qualified and oriented to work. Client agrees that Interim Leadership Providers shall not provide patient care, nor shall Client require Interim Leadership Provider to float. In the unlikely event that Client requires an Interim Leadership Provider to float, Client agrees to float an Interim Leadership Provider only in accordance with Client's floating policies for all staff, and the experience of Interim Leadership Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
- (2) Interim Leadership Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Interim Leadership Providers in connection with the temporary or full-time conversion professional services provided by Interim Leadership Providers for Client. Client will control the details of the work and shall be responsible for the work product of Interim Leadership Providers. Client will be responsible for its business operations, products, services, and intellectual property. AMN will not provide office space, equipment or other materials required for the performance of work by Interim Leadership Providers assigned to Client hereunder. AMN, Affiliated Companies and Subcontractors shall not be responsible for the work product, acts, errors or omissions of the Interim Leadership Providers. In the event Client requests an Interim Leadership Provider to obtain remote access (within the United States) to Client's system and/or applications, Client (and not AMN, Affiliated

Companies or Subcontractors) shall be responsible for ensuring Interim Leadership Providers meet the Client's access and/or use requirements.

- (3) Client agrees to complete a written evaluation regarding the performance of each Interim Leadership Provider upon completion of Interim Leadership Provider's assignment and to forward each such evaluation to AMN within fifteen (15) days.
- (4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude Interim Leadership Providers from coverage where Client does not intend to cover Interim Leadership Providers. Client agrees that AMN shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Interim Leadership Providers.
- (5) Affiliated Company or Subcontractor, as applicable, will manage all employment aspects of their respective Interim Leadership Providers assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. Affiliated Companies or Subcontractors shall be responsible for the payment of wages to their respective Interim Leadership Providers for work performed on assignments hereunder and shall verify the identity and right to work of each Interim Leadership Provider under the United States immigration laws.
- (6) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) Interim Leadership Providers placed on assignment only in accordance with this Service Line Exhibit. Client shall not knowingly (directly or indirectly) cause or encourage any Interim Leadership Providers to transfer to or work for another personnel or employee staffing company other than the Affiliated Company or Subcontractor who originally confirmed the Interim Leadership Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

**G. Insurance.**

- (1) AMN, Affiliated Company and Subcontractor shall each maintain at its own expense the following insurance:
  - (i) Workers' Compensation for employees as required by law with statutory minimum limits;
  - (ii) Employers' Liability coverage for damages due to bodily injuries either by accident or disease with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate; and
  - (iii) Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage.
- (2) AMN shall contractually require Affiliated Companies and Subcontractors to maintain non-clinical Errors and Omissions (E&O) liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Client shall maintain Director's & Officer's (D&O) liability insurance in amounts that are customary and standard within the healthcare industry.
- (3) It is hereby understood and agreed that Interim Leadership Providers are not intended to provide patient care. In the rare event that emergency circumstances arise, which prompt Client to require Interim Leadership Providers to take a patient assignment (e.g., a natural disaster resulting in a high volume of casualties), it is understood and agreed that Client's Professional Liability insurance shall provide coverage to the Interim Leadership Provider. Client and AMN shall maintain Professional Liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate. Further, Client's insurance shall respond on a primary basis and shall not seek any contribution from AMN, Affiliated Company, or Subcontractor or their respective Interim Leadership Providers nor shall Client pursue subrogation against AMN, Affiliated Company, or Subcontractor or their respective Interim Leadership Providers, except where prohibited by law. AMN understands that Client has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

- (4) AMN and Client shall each provide the other with certificates of insurance evidencing said insurance coverage prior to the commencement of Services. AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Interim Leadership Providers or employees.

#### **H. Limitation of Liability.**

- (1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.
- (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).
- (3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.
- (4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

#### **I. Removal of Interim Leadership Providers from Assignment, Postponement and No-Shows.**

- (1) Interim Leadership Provider Cancellations. Client may immediately terminate an Interim Leadership Provider assignment upon providing written notice that Interim Leadership Provider is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Interim Leadership Providers are involved.
- (2) In the event Client wishes to terminate an Interim Leadership Provider's assignment for reasons other than those listed above, Client agrees to give AMN at least thirty (30) days written notice of cancellation. Should Client be unable to provide such cancellation notice, Client agrees to pay a cancellation fee of four (4) weeks at the Interim Leadership Provider's weekly regular rate.
- (3) In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any reasonable housing and travel costs actually incurred by AMN as a result of such cancellation.

#### **J. Hiring of Interim Leadership Providers by Client.** For purposes of this entire Section, hours of Interim Leadership Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

- (1) Client will have sole responsibility for making hiring decisions with respect to Interim Leadership Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are

employees of Client and neither AMN, Affiliated Companies nor Subcontractors shall have any liability for any acts or omissions of such Conversion Candidates.

- (2) If Client hires, retains, or otherwise engages an Interim Leadership Provider in any position within the Client's health care system during the period of up to two (2) years following the later of (i) the presentation of the Interim Leadership Provider or candidate by AMN, or (ii) the termination of Interim Leadership Provider's assignment at Facility, Client shall provide thirty (30) days' prior written notice to AMN and pay to AMN the following conversion fee which is due in accordance with the terms of this Agreement:
  - (a) █████ percent (████%) of the first year's annual compensation (including signing and other bonuses and taxable compensation) to be paid to Interim Leadership Provider or candidate if this event happens within the first six (6) months of the Interim Leadership Provider's assignment or within the first six (6) months of being presented as a candidate, whichever is later.
  - (b) █████ percent (████%) of the first year's annual compensation (including signing and other bonuses and taxable compensation) to be paid to Interim Leadership Provider or candidate if this event happens after the sixth (6<sup>th</sup>) month of the Interim Leadership Provider's assignment or after the sixth (6<sup>th</sup>) month of a candidate being presented to Client, whichever is later.
- (3) The obligations of this Section including **Attachment 1** to **Exhibit A-4** survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months.

[Remainder of page left intentionally blank]

**Attachment 1 to Exhibit A-4  
Interim Leadership Provider Confirmation Form**

This Interim Leadership Confirmation Form is entered into between University Medical Center of Southern Nevada ("Client") and AMN Leadership Solutions, Inc. ("Agency") on \_\_\_\_\_, 20\_\_\_\_ and the applicable Service Line Exhibit (collectively, "Interim Confirmation Form"). The parties agree that Agency's subsidiary B.E. Smith Interim Services, LLC ("BESI") will initiate the following interim search ("Search") listed in Section A to be placed on assignment with Client, and Client shall pay BESI for the Search according to the terms listed below:

**A. Search(es):** BESI agrees to conduct the following Search(es) under this Interim Confirmation Form:

Position:	Scheduled Start Date:
Facility Name: <b>University Medical Center of Southern Nevada (UMC)</b>	
Facility Address: <b>1800 West Charleston Boulevard, Las Vegas, NV 89102</b>	

**B. Fees:** Client shall pay the following fees and expenses associated with each Search listed in Section A:

Assignment Retainer: \$████ reduced to \$████  
Weekly Regular Rate: \$TBD/week + applicable travel / accommodations  
Weekly Rate Range: \$TBD/week

**C. Special Terms (N/A).**

**D. Facility Information (to be completed by Client if known at the time of signing):**

Direct Report Name:	
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Invoicing	Human Resources
Contact Name: TBD	Contact Name: Ricky Russell
Department: TBD	Department: Chief Human Resources Officer
Email: TBD	Email: Kendrick.Russell@umcsn.com
Phone Number: TBD	Phone Number: (702) 383-2000

**AGREED AND ACCEPTED:**

**Client**

**BESI**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A-5**  
**SERVICE LINE – Revenue Cycle Staffing**

**A. Scope of Staffing Services.**

- (1) This Service Line Exhibit covers the terms applicable to temporary or full-time conversion staffing services requested by Client for the specific revenue cycle positions set forth in the rate schedule below (“Revenue Cycle Provider(s)”). All new start assignments, extensions/renewals and confirmations after the Go Live Date for this Service Line Exhibit shall be managed by AMN through the MSP process and paid by Client pursuant to the terms set forth herein. Revenue cycle staffing services will be provided through the use of AMN’s Affiliated Company, AMN Workforce Solutions, LLC (“AMNWS”), and/or Subcontractors.
- (2) The terms set forth in this Service Line Exhibit apply only to revenue cycle staffing.

**B. Selection Process and Client Requirements Table.**

- (1) Prior to placing a Revenue Cycle Provider on assignment, AMN, Affiliated Companies and/or Subcontractors will obtain and maintain Client documentation of a job description detailing the duties and minimum qualifications for each Revenue Cycle Provider required by Client from time to time (each a “Job Description”), the duration of the assignment, and the number of hours to be worked per week. AMN will identify and present candidates that meet Client’s minimum qualifications as set forth in the Job Description. Client shall have the opportunity to interview each presented candidate. Client shall have three (3) business days to accept or reject the candidate following the interview. Once a candidate has been accepted, AMN will confirm the placement in a confirmation email (a “Placement Confirmation”). Client shall have two (2) business days to review the Placement Confirmation and approve or raise any objections. If Client fails to raise any objections within two (2) business days, the Placement Confirmation shall be deemed accepted by Client. Each Placement Confirmation issued pursuant to this Section B shall be incorporated into this Agreement.
- (2) Client shall interview candidates within five (5) business days of file submission and shall determine whether the Revenue Cycle Provider is confirmed for assignment within five (5) business days of interview.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing (“Service Line Initial Term”), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a “Service Line Extension Term”) by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the “Service Line Term.”

**D. Rate Schedule and Compensation.**

Client agrees to pay AMN for the performance of Services described in this **Exhibit A-5** for the not-to-exceed annual amount of **\$5,000,000** during the Service Line Term inclusive of travel expenses.

POSITION	RATE PER HOUR ALL-INCLUSIVE
Accreditation Services / CoC Consultation - Remote	
Accreditation Services / CoC Consultation - Onsite	
Appeals and Denials Case Manager - Remote	
Appeals and Denials Case Manager - Onsite	
Bone Marrow Transplant Specialist - Remote	



Bone Marrow Transplant Specialist - Onsite
Cancer Registry Coordinator / Manager - Remote
Cancer Registry Coordinator / Manager - Onsite
Cancer Registry Full Scope Services - Remote
Cancer Registry Full Scope Services - Onsite
Case Management Director - Remote
Case Management Director - Onsite
Case Management/Social Worker Manager/Supervisor - Remote
Case Management/Social Worker Manager/Supervisor - Onsite
CDI Manager - Remote
CDI Manager - Onsite
CDI Director - Remote
CDI Director - Onsite
CDI Lead/2 <sup>nd</sup> Level Review
CDI Specialist - Remote
CDI Specialist - Onsite
HIM Director - Remote
HIM Director - Onsite
Medical Coding Auditor - Remote
Medical Coding Auditor - Onsite
Medical Coder - DRG Validator
Medical Coding Manager - Remote
Medical Coding Manager - Onsite
HIM Clerk
Performance Improvement Trauma Coordinator - Remote
Performance Improvement Trauma Coordinator - Onsite
RN Acute Care Case Manager (ED, UR, Floor) - Remote
RN Acute Care Case Manager (ED, UR, Floor, and DCP) - Onsite
Social Worker - Remote
Social Worker - Onsite
Trauma Program Manager - Remote
Trauma Program Manager - Onsite
Trauma Registrar - Remote
Trauma Registrar - Onsite

POSITION WITH AUDIT SERVICES	RATE PER HOUR ALL-INCLUSIVE
Medical Coder - Inpatient	
Medical Coder - IVR	
Medical Coder - Outpatient SDS/OBS	
Medical Coder - Outpatient ED	
Medical Coder - Outpatient Ancillary/Diagnostic	
Medical Coder - Pro Fee	

**NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.**

**E. Additional Terms to Rate Table.**

- (1) Annual Increase. After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.
- (2) Work Week. Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.
- (3) Overtime. Client agrees to pay one and one-half (1.5) times the applicable regular rate set forth above for all hours worked by Revenue Cycle Providers of more than forty (40) hours per week. If any applicable law requires AMN to pay a Revenue Cycle Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable confirmed regular rate), Client shall pay AMN the same multiple on the bill rate for such hours.
- (4) Training and Orientation. Client agrees to pay AMN for all Client or legally required training and orientation hours attended by Revenue Cycle Providers.
- (5) Quality Assurance Program. For each position listed under the "POSITION WITH AUDIT SERVICES" table, AMN shall perform internal quality assurance tasks for each position staffed and the cost is included in the hourly rate. Quality assurance tasks include but are not limited to onboarding and recurring quality reviews. Additional training and education shall occur with each review conducted.
- (6) Holidays. Client shall pay one and one-half (1.5) times the applicable regular rate set forth above for time worked by Revenue Cycle Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.
- (7) Expenses. Client shall pay AMN for all pre-approved Revenue Cycle Providers' travel expenses. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

**F. Client Obligations.**

- (1) Client acknowledges that Revenue Cycle Providers will perform work on a temporary or full-time conversion basis under the direction of Client. Client shall properly supervise Revenue Cycle Providers, control the details of their work, and shall be responsible for the work product of the Revenue Cycle

Providers. Client will be responsible for its business operations, products, services, and intellectual property. AMN, Affiliated Companies, and Subcontractors will not be responsible for the work product, acts, errors or omissions of the Revenue Cycle Providers on assignment at Client including, but not limited to, the review and interpretation of patient encounters documented by Client medical personnel, the interpretation of CMS coding and/or billing requirements, or the creation of standard procedure documentation forms. In the event Client requests a Revenue Cycle Provider to obtain remote access (within the United States) to Client's system and/or applications, Client (and not AMN, Affiliated Companies, or Subcontractors) shall be responsible for ensuring Revenue Cycle Providers meet Client's access and/or use requirements. Client shall be responsible for granting Revenue Cycle Providers the minimum necessary access to patient records in accordance with HIPAA requirements.

- (2) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Revenue Cycle Provider's onsite assignment under Client's supervision. Client shall provide a safe place to work, adequate supervision and all necessary site-specific information, training, instructions and safety equipment. Client agrees to include Revenue Cycle Providers in any Client safety program and hazardous communication training program, and to cover the cost of any safety or personal protective equipment.
- (3) For remote assignments, Client shall be required to provide adequate access to Client systems necessary for the Revenue Cycle Provider to complete the assigned tasks.
- (4) Client shall provide a job description for the temporary or full-time conversion revenue cycle position requested no later than the time of order placement. Client shall not change the assignment or job duties of Revenue Cycle Providers without AMN's prior written approval.
- (5) Client agrees that it will not entrust Revenue Cycle Providers with unattended premises, cash, checks, keys, or credit cards without AMN's prior written approval or as strictly required by the job description provided to AMN and agreed to by AMN.
- (6) Client agrees to use appropriate security measures to protect AMN and its subsidiaries' employee, client and/or Revenue Cycle Provider(s)' personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

#### **G. Removal from Assignment.**

- (1) Client may immediately terminate an assignment of a Revenue Cycle Provider upon providing notice in writing (e.g., e-mail) that the Revenue Cycle Provider is incapable of performing the duties of the position, commits acts of negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Revenue Cycle Providers are involved. Client shall remain responsible to pay AMN for all time worked by Revenue Cycle Providers.
- (2) In the event that Client requests that a Revenue Cycle Provider that has been scheduled to provide services (whether or not actually placed in the Facility) be removed or his or her placement cancelled, and such removal or cancellation does not satisfy the conditions of the preceding paragraph, Client shall pay all amounts owed hereunder for services provided through the effective date and time of the cancellation. Client also agrees to reimburse Affiliated Companies or Subcontractors for any reasonable fees and/or charges incurred that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, and all other non-cancellable amounts for which Client would have been required to pay or reimburse through the remaining term of the assignment (such as non-cancellable rental or lease costs).

#### **H. Hiring of Revenue Cycle Providers by Client.**

- (1) Client agrees that for a period of one (1) year after the date of presentation of such Revenue Cycle Provider is presented to Client, or the date on which such Revenue Cycle Provider ceases to provide

services to Client, whichever is later, Client shall not utilize any professional services of any kind of a Revenue Cycle Provider, whether as a full-time employee, temporary employee, independent contractor, consultant or otherwise (and whether directly or through another agency and whether in the same position as that contemplated during the presentation or for another position), unless Client pays AMN a conversion fee in the amount of [REDACTED] percent ([REDACTED]%) of the Revenue Cycle Provider's annualized first year's base salary (no fee applies where prohibited by law) (the "Conversion Fee").

- (2) Client shall have sole responsibility for making hiring decisions with respect to Revenue Cycle Providers that Client decides to hire as a Client employee ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client, and AMN, Affiliated Company, and Subcontractor shall have no liability for any acts or omissions of such Conversion Candidates.
- (3) The conversion fee is due in accordance with Section H(4)(iii) below on the day the Conversion Candidate performs any services for Client outside of this MSP program. These policies will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Service Line Exhibit, and whether or not Client, AMN, Affiliated Company or Subcontractor is in breach of any term of this Agreement. In addition, should Client elect to interview a Revenue Cycle Provider for a permanent position, Client agrees to pay the expenses related to that interview.
- (4) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the conversion fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:
  - (i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then AMN shall refund to Client the conversion fee on a prorated basis, with AMN retaining the percentage of the conversion fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.
  - (ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:
    - (a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or
    - (b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.
  - (iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.
- (5) This terms of this Section shall survive any termination or expiration of this Agreement for a period of twelve (12) months.

#### **I. Insurance.**

- (1) AMN will contractually require Affiliated Company and Subcontractor to each maintain at its own expense the following insurance:
  - (i) Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering any damages caused by an error, omission or any negligent

act of the Affiliated Company, Subcontractor, their respective employees and Revenue Cycle Providers.

- (ii) Cyber liability insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate covering network liability, security liability, internet liability, data breach liability, and privacy liability.
- (2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor, its Revenue Cycle Providers and employees. AMN shall not provide insurance on behalf of Subcontractors or their Revenue Cycle Providers or employees.

**J. Limitation of Liability.**

- (1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.
- (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).
- (3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.
- (4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

**K. Compliance With Laws.**

- (1) Revenue Cycle Providers shall provide services to Client in accordance with applicable laws, rules and regulations and professionally recognized guidelines including, without limitation, those standards which are (i) established pursuant to the Coding Clinic for the International Classification of Disease (10<sup>th</sup> Revision) Clinical Modification (ICD-10-CM) approved by the American Hospital Association, the American Health Information Management Association, the Centers for Medicare and Medicaid ("CMS"), or the National Center for Health Statistics, (ii) recognized under the National Correct Coding Initiative, developed for CMS to promote national correct coding methodologies and to control improper coding that leads to inappropriate payment in Part B claims, or (iii) otherwise accepted by Client as being consistent with professionally recognized standards based on: national and local policies and edits; Coding guidelines developed by national societies; analysis of standard medical and surgical practice; and by review of current coding practice.

**L. Warranties.**

- (1) EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER AMN, AFFILIATED COMPANY, NOR SUBCONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES OR THE RESULTS TO BE OBTAINED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OF OPERABILITY, CONDITION, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY AMN OR AFFILIATED COMPANIES OR SUBCONTRACTORS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. FOR AVOIDANCE OF DOUBT, CLIENT ACKNOWLEDGES AND AGREES THAT ITS OBLIGATIONS TO MAKE PAYMENTS AS THEY ARISE IN ACCORDANCE HERewith SHALL BE BINDING, WITH THE EXCEPTION OF REFUND OPPORTUNITIES ADDRESSED IN SECTION H(4).

(2) This terms of this Section shall survive any termination or expiration of this Agreement.

**M. HIPAA Compliance.**

- (1) The relationship between Affiliated Company and/or Subcontractor and Client may meet the requirements established in 45 CFR 164.500 for a Business Associate Agreement. In the event that a Business Associate Agreement is required, Affiliated Company and/or Subcontractor will be required to enter into a Business Associate Agreement directly with Client, substantially in the form attached hereto as **Attachment 1** to **Exhibit A-5**.

[Remainder of page left intentionally blank]

## **ATTACHMENT 1 TO EXHIBIT A-5 BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the 16<sup>th</sup> of May, 2023, 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 **AMN Healthcare, Inc.**, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

### WITNESSETH:

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

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

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

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

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

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

WHEREAS, Business Associate has agreed to comply with the requirements of this Agreement, when accessing PHI via remote access utilizing equipment owned by Business Associate, as described below.

WHEREAS, The Parties expressly acknowledge that the terms of this Agreement do not apply to instances where Business Associate performs the Services onsite at Covered Entity’s facilities utilizing equipment owned, operated, or maintained by Covered Entity.

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

### **I. DEFINITIONS**

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

“Protected Health Information” means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there

is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

## II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.



IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

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

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

#### VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

#### VIII. MISCELLANEOUS

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

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

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:  
**University Medical Center of Southern Nevada**

BUSINESS ASSOCIATE:  
**AMN Workforce Solutions, LLC**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Mason Van Houweling

Name:\_\_\_\_\_

Title: CEO

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**Exhibit A-6**  
**SERVICE LINE – International Nurse Staffing**

**A. Scope of Staffing Services.**

- (1) Services include the management of staffing services for the temporary or full-time conversion international nursing positions ("International Provider(s)") set forth in the rate schedule below. International nurse staffing will be provided through AMN's subsidiary, O'Grady Peyton International (USA), Inc. ("Affiliated Company") or through the use of Subcontractors.
- (2) The terms set forth in this Service Line Exhibit apply only to international nurse staffing.

**B. Qualifications and Client Requirements Table.**

- (1) Prior to placing any International Provider on assignment, Affiliated Company and Subcontractor will obtain and maintain Client documentation of the requirements set forth in **Exhibit C** which are the same as Clinical Provider placements (refer to **Exhibit A-1**). Upon International Provider's arrival at Client's Facility, Client will verify the identity and credentials of each International Provider by a visual check of International Providers' photo identification and professional license or certification.
- (2) Client will ensure that the documentation requirements set forth in **Exhibit C** include all documentation required to verify that International Providers have the appropriate credentials, and all assigned International Providers shall meet the documentation requirements set forth therein to ensure that International Providers have the appropriate credentials.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

**D. Rate Schedule and Compensation.**

- (1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-6** for the not-to-exceed annual amount of **\$3,000,000** during the Service Line Term inclusive of travel expenses.
- (2) The rate schedule set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client.
- (3) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.
- (4) The hourly regular rates set forth below include recruitment and compensation, as applicable for each International Provider placed with Client, unless otherwise noted in an order confirmation. Client agrees to pay AMN for all hours worked by International Provider, including any hours spent in orientation. For the avoidance of doubt, orientation includes those pre-start activities or any pre-start training that the International Providers participate in to prepare or onboard for his/her assignment when done on-premises.

(5) Rate Schedule.

SCHEDULE OF RATES				
TYPE OF CLINICIAN	REGULAR RATE	ON-CALL RATE	CHARGE RATE**	PRECEPTOR RATE**
Registered Nurse I				
Registered Nurse II				
Registered Nurse III				

**NOTE:** For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

**\*\*If** an International Provider is required to perform lead or supervisory duties during his or her assignment, the charge rate set forth in the rate schedule above will be billed in addition to the applicable regular rate for all such hours. If International Provider serves as a Preceptor, the Preceptor Rate will be billed in addition to the applicable regular rate for all such hours.

**Registered Nurse I:** PEDS, Skilled Nursing, Sub-Acute, Home Health, Long Term Acute Care

**Registered Nurse II:** PACU, Antepartum, Nursery, Post-Partum, Psychiatry

**Registered Nurse III:** Endoscopy, ER, OR, Medical/Surgical, PCU, Cath Lab, CVICU, ICU, Neuro ICU, PICU, SICU, Pediatric Stepdown, Oncology, NNICU, Dialysis, CVOR, MS-TELE, LD, Procedural, Telemetry & Interventional Radiology

- E. **Work Week.** Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.
- F. **Overtime.** For International Providers, Client agrees to pay one and one-half (1.5) times the applicable regular rate set forth above for all hours worked by International Providers of more than forty (40) hours in one (1) week. If any applicable law requires AMN to pay an International Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable regular rate per hour), Client shall pay AMN the same multiple on the applicable regular rate for such hours. AMN may comply with Client's policies regarding overtime when such compliance accords with AMN's obligations under state and federal laws, and are communicated to AMN concurrently with the execution of this Agreement or at least ninety (90) days prior to the effective date of such changes.
- G. **Holidays.** Client shall pay one and one-half (1.5) times the applicable regular rate set forth above for time worked by International Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.
- H. **On-Call/Call Back.** Client shall pay **uncontrolled on-call hours**, defined as hours where an International Provider is not required to stay on the Facility's premises, at the on-call rate of \$████ per hour. Client will pay **controlled on-call hours**, defined as hours where an International Provider is required to stay on the Facility's premises, at the applicable regular rate set forth above. International Provider must arrive at Facility within forty-five (45) minutes of receiving a call. If International Provider is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease, and Client shall instead pay AMN the overtime rate set forth above for the duration of the call-back period. The minimum call-back period is two (2) hours.
- I. **Charge Rate.** In the event an International Provider is required to perform lead or supervisory duties during his or her assignment, the charge rate of \$████.00 per hour which will be billed in addition to the applicable regular rate for all such hours worked.

- J. Shift Differentials.** The following increased differentials will apply to the rate schedule. The hours between 7:00 p.m. on Friday through 6:59 a.m. on Monday will be considered “weekend” shifts below. Shift differentials will be invoiced for the entire shift in which the majority of the hours worked is during the shift differential period.

Shift Start Time	Shift End Time	Amount	Description
3:00 p.m.	11:00 p.m.		Weekday evening and/or weekday rotating day/evening
11:00 p.m.	7:00 a.m.		Weekday night and/or weekday rotating day/night
7:00 a.m.	3:00 p.m.		Weekend day
3:00 p.m.	11:00 p.m.		Weekend evening
11:00 p.m.	7:00 a.m.		Weekend night

- K. Communication Devices.** If required for the assignment, Client agrees to supply International Providers with communication devices (i.e., cell phone, pager, etc.) needed to perform the duties as assigned at no cost to International Provider or AMN. If Client does not provide a mobile phone required for the assignment, Client agrees to pay monthly, all work-related cell phone use by each Provider, up to a maximum amount of \$**████.00** as invoiced by AMN. International Providers will be responsible for submitting monthly cell phone bill directly to AMN.
- L. Minimum Work Week.** For International Providers confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client shall provide such International Providers a guaranteed minimum of forty (40) scheduled hours per each weekly payroll period. For International Providers confirmed for twelve (12) hour shifts, Client shall provide such International Providers a guaranteed minimum of thirty-six (36) scheduled hours per each weekly payroll period. The guaranteed minimum work week calculation includes regular and overtime hours worked but does not include any “on-call” time. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide an International Provider the minimum hours, Client will be invoiced and shall pay the regular rate for all hours below the minimum for such International Provider. If Clinician has an unexcused absence or voluntarily does not work the assigned shift, Client is not responsible for payment of unworked hours and/or shift.
- M. Floating.** Client agrees to float an International Provider only in accordance with Client’s floating policies for all staff, and the clinical experience of International Provider. Client confirms that Client’s policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
- N. Assignment Duration.** International Provider will be placed with Client on assignments for 4,160 straight time hours, excluding leave. Client may extend an assignment for such time period as may be mutually agreed to in writing by International Provider, Affiliated Company or Subcontractor, AMN and Client. Client agrees to allow each International Provider a maximum of 120 hours of paid time off (“PTO”) paid by Affiliated Company or Subcontractor, over the course of the assignment period, as specified in the applicable confirmation. PTO is subject to the approval of Affiliated Company or Subcontractor and Client. Client shall also provide, if requested by International Provider, additional leave in accordance with federal and state laws such as, but not limited to, the Family and Medical Leave Act.
- O. Preceptors.** Client agrees that it will not request, require or permit International Providers to act as preceptors without Affiliated Company or Subcontractor’s prior written consent. Upon Affiliated Company or Subcontractor’s written consent, an additional \$**████.00 per hour** shall be paid by Client for International Provider’s approval to act as preceptors for the duration of the assignment.
- P. Additional Obligations.**
- (1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of an International Provider’s assignment under Client’s supervision including, but not limited

to, applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each International Provider with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only utilize International Providers for the need requested and will only assign International Providers to work in the clinical specialty areas in which they are professionally qualified and oriented to work.

- (2) International Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general, and shall provide and be responsible for oversight of International Providers in connection with the temporary or full-time conversion professional services provided by International Providers for Client. Client will control the details of the work and will be responsible for the work product of International Providers. AMN, Affiliated Company or Subcontractors will not provide office space, equipment or other materials required for the performance of work by International Providers assigned to Client hereunder.
- (3) Client agrees to complete a written evaluation regarding the performance of each International Provider upon completion of International Provider's assignment and to forward each such evaluation to AMN within fifteen (15) days. Client may complete the performance evaluation on either the form Affiliated Company or Subcontractor provides or a comparable form of Client's choosing.
- (4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude International Providers from coverage where Client does not intend to cover International Providers. Client agrees that AMN, Affiliated Company or Subcontractor shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by International Providers.
- (5) Affiliated Company or Subcontractor, as applicable, will manage all employment aspects of their respective International Providers assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. Affiliated Companies or Subcontractors shall be responsible for the payment of wages to their respective International Providers for work performed on assignments hereunder and shall verify the identity and right to work of each International Provider under the United States immigration laws.
- (6) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) International Providers placed on assignment only in accordance with this Service Line Exhibit. Client shall not knowingly (directly or indirectly) cause or encourage any International Providers to transfer to or work for another personnel or employee staffing company other than the Affiliated Company or Subcontractor who originally confirmed the International Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

**Q. Insurance.** Affiliated Companies and Subcontractors shall obtain, pay for, and maintain in full force and effect during the term of this Agreement insurance as follows:

- (1) Professional Liability Insurance for their respective International Providers with limits not less than \$3,000,000 annual aggregate for all claims each policy year. For the avoidance of doubt, the parties agree that International Providers shall not be covered by or otherwise entitled to any payment under Client's workers' compensation and employers' liability insurance.

**R. Delay of Assignment Start, Cancellations and Removal of International Providers from Assignment.**

- (1) **Delay or Postponement of Assignment Start.** Each International Provider's assignment will begin on the date agreed to by AMN, Affiliated Company, Subcontractor and Client. Delay or postponement of an assignment start will be initiated by AMN if all pre-requirements of USCIS, licensing board, Client and/or AMN are not met by International Provider prior to his or her start date. For any reasons other than those listed above, Client shall not delay or postpone start dates with less than sixty (60) days written notice. Should Client be unable to provide such sixty (60) days' notice of delay or postponement, AMN shall bill Client two (2) weeks (40 hours per week) of delay or postponement at International Provider's

regular rate. In the event of a delay or postponement of assignment start, including delays or postponements with proper notice, Client shall be responsible for any reasonable housing costs actually incurred by AMN, Affiliated Company or Subcontractor as a result of such delay or postponement caused by Client. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

- (2) **International Provider Cancellations.** AMN will terminate an International Provider's assignment if the Client provides in writing that the International Provider is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. For any reasons other than those listed above, Client agrees to give AMN sixty (60) days written notice of cancellation of any International Providers once a confirmation has been sent by AMN. Should Client be unable to provide such sixty (60) days cancellation notice, AMN reserves the right to bill Client for two (2) weeks (40 hours per week) at the International Provider's regular rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any reasonable housing and travel costs actually incurred by AMN, Affiliated Company or Subcontractor as a result of such cancellation by Client. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

#### **S. Hiring of International Providers by Client.**

- (1) Client will have sole responsibility for making hiring decisions with respect to International Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date they are hired by Client, Conversion Candidates are employees of Client, and Affiliated Company, Subcontractor and AMN shall have no liability for any acts or omissions of such Conversion Candidates.
- (2) **Right to Hire International Providers.** Client shall not hire or retain the services of an International Provider presented under this Exhibit (on any basis, including but not limited to a full-time, part-time, contract, per diem or temporary employee or through another agency on a travel or per diem basis) at any time during International Providers' assignment other than through Affiliated Company or Subcontractor. Any failure to adhere to the foregoing shall constitute a material breach of this Agreement by Client for which Affiliated Company and Subcontractor will be entitled to recover its lost profits and any other damages arising therefrom (including, without limitation, all immigration and administrative costs incurred with respect to International Provider). Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.
- (3) **Guarantee Period.** In the event that a Conversion Candidate is hired by Client, this Section will have the same Guarantee Period conditions as stated in **Exhibit A-1**.
- (4) The obligations of this Right to Hire provision shall survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

#### **T. Limitation of Liability.**

- (1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.
- (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).



- (3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.
- (4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

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**Exhibit A-7**  
**SERVICE LINE – Payroll Staffing**

**A. Scope of Staffing Services.**

- (1) At Client's request, Affiliated Company or Subcontractor will consider for employment, at its sole discretion, certain individuals for positions referred to Client ("Payroll Provider(s)"). Payroll services are not to be utilized for Client's W-2 employees. Payroll Providers shall be deemed to be included in the definition of Provider in this Agreement.
- (2) The terms set forth in this Service Line Exhibit apply only to payroll staffing services.

**B. Client Requirements Table.** For each Payroll Provider who has been confirmed for an assignment, AMN will contractually require Affiliated Company(ies) and Subcontractor(s) to obtain and maintain documentation of the requirements set forth in **Exhibit C** for its respective Payroll Providers. The costs associated with the requirements set forth in **Exhibit C** are included in the hourly rate to be determined by Client prior to hire. Any changes to **Exhibit C** will require mutual written agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Upon Payroll Provider's arrival to Client's Facility, Client will verify the identity of each Payroll Provider by a visual check of Payroll Provider's photo identification and professional license or certification. Client retains the responsibility for all hiring decisions of Payroll Providers, provided however, Affiliated Company or Subcontractor may refuse in its reasonable discretion to payroll any prospective worker. In the event of such refusal, Affiliated Company or Subcontractor, as applicable, must promptly provide AMN with its rationale for such refusal, and AMN will relay such information to Client.

**C. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

**D. Maximum Length of Payroll Providers.** Payroll Providers may not be assigned to any one or more Client Facilities, individually or in the aggregate for more than twelve (12) cumulative months, after which the Payroll Provider must not be assigned to any Client Facility, except as otherwise mutually agreed by the parties in writing.

**E. Rate Schedule and Compensation.**

- (1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-7** for the not-to-exceed annual amount of **\$1,000,000** during the Service Line Term inclusive of travel expenses.
- (2) Client shall pay AMN for all hours worked by, or entitled to be paid to, Payroll Providers in accordance with state and federal wage and hour laws (including regular, overtime and holiday hours, as applicable) at the hourly rate to be determined by Client prior to hire. Client shall pay AMN an administrative fee for all payroll services to be calculated as follows: all gross amounts paid to a Payroll Provider for services multiplied by a **percent ( )** markup for all **Non-Clinical Payroll Providers** and **percent ( )** for all **Clinical Payroll Providers** (collectively, "Payroll Provider Administrative Fee") which shall be invoiced to Client as an hourly bill rate. In addition, Client shall reimburse AMN for pre-approved reasonable expenses of Payroll Providers.
- (3) Client agrees to pay AMN for all hours worked by a Payroll Provider, including any hours spent in orientation. For the avoidance of doubt, orientation includes those pre-start activities or any pre-start training that the Payroll Providers participate in to prepare or onboard for his/her assignment when done on-premises.
- (4) **Unique Local and State Taxes or Surcharges.** Certain counties, cities and states may have a unique tax or surcharge at the county, city or state level (for example, Healthy San Francisco Tax). If this scenario

arises, AMN will pass this unique tax or surcharge on to Client at cost, with no Payroll Provider Administrative Fee applied.

- F. **Work Week.** Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.
- G. **Overtime.** Client agrees to pay one and one-half (1.5) times the applicable confirmed hourly rate for all hours worked by Payroll Providers of more than forty (40) hours in one (1) week. If any applicable law requires a Payroll Provider to be paid daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable confirmed rate per hour), Client shall pay AMN the same multiple on the applicable confirmed rate for such hours. AMN may comply with Client's policies regarding overtime when such compliance accords with AMN's or the employing party's obligations under state and federal laws, and are communicated to AMN concurrently with the execution of this Agreement or at least ninety (90) days prior to the effective date of such changes.
- H. **Holidays.** Client shall pay one and one-half (1.5) times the applicable confirmed rate for time worked by Payroll Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.
- I. **Additional Obligations.**
- (1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Payroll Provider's assignment under Client's supervision, including but not limited to applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each Payroll Provider with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations that are required for members of Client's workforce under applicable federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA. Further, Client will utilize Payroll Providers only for the need requested and will assign Payroll Providers to work only in the areas in which they are professionally qualified and oriented to work. Client agrees to float a Payroll Provider only in accordance with Client's floating policies for all staff, and the clinical experience of such Payroll Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
  - (2) Payroll Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Payroll Providers in connection with the temporary or full-time conversion professional services provided by Payroll Providers for Client. Client will control the details of the work and will be responsible for the work product of Payroll Providers. AMN, Affiliated Companies or Subcontractors will not provide office space, equipment or other materials required for the performance of work by Payroll Providers assigned to Client hereunder.
  - (3) Client agrees to complete an evaluation regarding the performance of each Payroll Provider upon completion of Payroll Provider's assignment (or after the first completed shift and annually thereafter for Per Diem Clinical Payroll Providers) and to forward each such evaluation to AMN within fifteen (15) days.
  - (4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude Payroll Providers from coverage where Client does not intend to cover Payroll Providers. Client agrees that AMN shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Payroll Providers.
  - (5) Affiliated Company or Subcontractor, as applicable, will employ Payroll Providers and manage all employment aspects of their respective employed Payroll Providers assigned to Client, to include hiring, employment-based counseling, terminations, and placement. Affiliated Companies or Subcontractors shall be responsible for the payment of wages to their respective employed Payroll Providers for work performed on assignments hereunder and Affiliated Company or Subcontractor, as applicable, shall

verify the identity and right to work of each of their respective employed Payroll Providers under the United States immigration laws.

**J. Insurance.**

- (1) AMN shall, and AMN shall contractually require Affiliated Companies and Subcontractors to, maintain at each of its own respective expense, the following insurance:
  - (i) Workers' Compensation for employees as required by law with statutory minimum limits, or for states without a minimum, minimum limits of \$1,000,000, and Employers' Liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate for Payroll Providers; and
  - (ii) Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage; and
  - (iii) For Payroll Providers providing clinical services, Professional Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and
  - (iv) For Payroll Providers providing non-clinical services, Errors and Omissions Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering any damages caused by an error, omission or any negligent act of Affiliated Company, Subcontractor, their respective employees and Payroll Providers; and
  - (v) Unemployment insurance as required by law for all employees; and
  - (vi) Automobile Liability with limits of not less than \$1,000,000 combined single limit.
- (2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. In the event such liability insurance is not commercially available in the amounts required, then the parties shall provide insurance in such amounts as they shall mutually agree to in writing. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Payroll Providers or employees.

**K. Removal of Providers from Assignment.** Client may immediately terminate a Payroll Provider assignment upon providing written notice to AMN. If Client terminates a Payroll Provider prior to such Provider completing at least one (1), 4-week assignment or 160 hours on assignment at Client's Facility, Client agrees to pay AMN for any applicable onboarding expenses.

**L. Hiring of Payroll Providers by Client.** For purposes of this entire Section, hours of Payroll Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

- (1) Client will have sole responsibility for making hiring decisions with respect to Payroll Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Company nor Subcontractor shall have liability for any acts or omissions of such Conversion Candidates.
- (2) Right to Hire Payroll Providers. Following presentation or confirmation of Payroll Provider for an assignment, whichever is later, Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) a Payroll Provider only after the completion of at least (i) one (1) 4-week assignment, or (ii) 160 hours on assignment at Client's Facility. Except where prohibited by law, should Client hire or retain the services of any Payroll Provider and Payroll Provider has worked less than or equal to one (1), 4-week assignment or 160 hours, Client shall pay AMN for any applicable onboarding expenses. Client shall provide AMN at least thirty (30) days' prior written notice of its intent to directly hire any Payroll Providers, including the date of anticipated hire.

- (3) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the conversion fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:
- (i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1<sup>st</sup>) day of employment ("Start Date"), then AMN shall refund to Client the conversion fee on a prorated basis, with AMN retaining the percentage of the conversion fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.
  - (ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:
    - (a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or
    - (b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.
  - (iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.
- (4) The obligations of this Section survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months.

**M. Limitation of Liability.**

- (1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.
- (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).
- (3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.
- (4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

**Exhibit A-8**  
**SERVICE LINE – Executive Search**

- A. Scope of Services.** AMN will provide permanent search and recruitment services for leadership positions (“**Executive Search Services**”) through AMN Leadership Solutions, Inc. and its subsidiaries, as agreed to by the parties in one or more confirmation form(s), which will outline the search services to be conducted. Executive Search Services shall be confirmed through an Executive Search Confirmation Form (“**Executive Search Confirmation Form**”), a sample of which is attached hereto as **Attachment 1** to **Exhibit A-8**. The terms set forth in this Service Line Exhibit apply only to Executive Search Services as agreed to by the parties in the Executive Search Confirmation Forms.
- B. Term of Service Line Exhibit.** This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing (“Service Line Initial Term”), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a “Service Line Extension Term”) by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the “Service Line Term.”
- C. Executive Search Confirmation Form.**
- (1) AMN and Client shall execute an Executive Search Confirmation Form to commence permanent searches (“**Search(es)**”). Additional Searches may be added through mutual agreement of the parties through execution of additional Executive Search Confirmation Forms. Once Client and AMN identify a specific candidate for a Search, Client agrees that the candidate’s acceptance of a job offer may be verified in writing, including via email, to AMN.
  - (2) Unless otherwise stated in a specific Executive Search Confirmation Form or terminated earlier as permitted under this Agreement, each Executive Search Confirmation Form shall be effective for twelve (12) months from the date of the last signature of the Executive Search Confirmation Form.
  - (3) Either party may terminate an Executive Search Confirmation Form at any time upon providing thirty (30) days prior written notice to the other party. If such termination results from Client’s breach of any obligation, including failure to pay an invoice when due, no prior notice shall be required. Upon termination of an Executive Search Confirmation Form, AMN shall have no further obligation to conduct a Search, and Client shall promptly pay all fees and expenses that are due and owing to AMN.
- D. AMN Obligations.**
- (1) AMN agrees to conduct the Search(es) specified in each Executive Search Confirmation Form.
  - (2) For each Search, AMN will: develop a position overview based on organizational assessment meeting(s) with Client; advise on current market factors impacting recruitment and competitive compensation package requirements; recruit and screen prospective candidates; prepare and present candidate summary information; conduct candidate vetting process including reference checks on finalist candidates; and participate in the extension of the offer and any negotiations on behalf of Client.
- E. Client Obligations.**
- (1) Client shall pay AMN all fees provided for in any Executive Search Confirmation Form. Client agrees to pay AMN for the performance of Services described in this **Exhibit A-8** for the not-to-exceed annual amount of **\$5,000,000** during the Service Line Term inclusive of travel expenses.
  - (2) Unless otherwise provided, if another candidate that AMN previously submitted to Client for a Search accepts an offer of employment with Client, or any of Client’s corporate subsidiaries or affiliates, within one (1) year of the candidate being referred to Client by AMN, Client shall pay AMN another fee equal to [REDACTED] percent ([REDACTED]%) for each accepted candidate’s first year’s compensation (“**Multiple Selection Fee**”).

- (3) While an Executive Search Confirmation Form is in effect, Client agrees to refer all potential candidates for a Search to AMN for evaluation.
- (4) Unless otherwise provided, Client shall pay all correct invoices within thirty (30) days from the invoice date.

- F. **Candidate Reference Information.** Initial reference information, such as education and credential checks, is received from sources, candidates and other third parties, and thus, AMN cannot guarantee the content or accuracy of this information. Client shall rely upon its own referencing when making a final candidate selection.
- G. **Replacement Search.** In the case where a candidate accepts an offer of employment with Client but either does not start employment or leaves employment within the first twelve (12) months of employment, AMN/B.E. Smith, LLC (collectively, "**AMN/BES**") will agree to initiate a one-time replacement search ("**Replacement Search**") if: (1) Client has paid all outstanding fees and expenses; (2) there has been no ownership or material governance structure changes in Client's organization (changes to the member composition of Client's governing body shall not constitute a material governance structure change); (3) Client provides written notice to AMN within thirty (30) days of the candidate's departure; (4) Client has not materially changed the Search or the Search position's title, responsibilities, or compensation; (5) AMN has not previously performed a Replacement Search for the same Search; and (6) the candidate's departure was not the result of death or disability. Client agrees to pay for all reasonable out-of-pocket expenses relating to the Replacement Search. The Replacement Search will serve as the exclusive remedy for Client in the event an accepted candidate fails to commence employment with Client or a candidate leaves employment within twelve (12) months of employment. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.
- H. **Compliance with Laws and Direct Employment Relationship.** In accordance with federal and state equal opportunity laws, AMN/BES will refer all qualified candidates without regard to race, color, national origin, sex, age, physical handicap, medical condition or other status protected by law. Client and AMN/BES agree that upon Client's hiring of a candidate, Client is the sole and direct employer of that employee and is solely responsible for the employment relationship and all legal obligations therewith. It is Client's responsibility to satisfy itself as to the identity and suitability of the candidate, including but not limited to all applicable verification, licensing, and other credentialing requirements ensuring such candidate has the necessary experience, training, qualifications, and work authorization. Credentialing requirements that are the responsibility of Client include but are not limited to applicable drug screening, criminal background checks, physical examinations, state license, registration or certification, application, job description, references, state board certification, and any other additional requirements.
- I. **Termination of this Service Line Exhibit.** Upon termination of this Service Line Exhibit, Client shall pay AMN/BES for all services performed in accordance with this Service Line Exhibit through the date of termination and shall make all other payments that come due prior to the date of such termination. This Service Line Exhibit shall be binding on and inure to the benefit of the successors and/or assigns of AMN/BES.

**Attachment 1 to Exhibit A-8  
Executive Search Confirmation Form**

This Executive Search Confirmation Form is entered into between University Medical Center of Southern Nevada ("Client") and AMN Leadership Solutions, Inc. on \_\_\_\_\_, 20\_\_\_\_ and the applicable Service Line Exhibit (collectively, "**Executive Search Confirmation Form**"). The parties agree that AMN Leadership Solutions, Inc. or its subsidiary, B.E. Smith, LLC (collectively, "**AMN/BES**") will initiate the following permanent search ("**Search**") listed in Section A for Client, and Client shall pay AMN/BES for the Search according to the terms listed below:

**A. Search(es):** AMN/BES agrees to conduct the following Search(es) under this Executive Search Confirmation Form:

<b>Search 1</b>
Position:
Facility Name: <b>University Medical Center of Southern Nevada (UMC)</b>
Facility Address: <b>1800 West Charleston Boulevard, Las Vegas, NV 89102</b>
Projected Total First Year Compensation:

**B. Fees:** Client shall pay the following fees and expenses associated with each Search listed in Section A:

1. Professional Fee. A fee in the amount of [REDACTED] percent ([REDACTED]%) of the Search position's base salary, incentive/bonus, and sign-on bonuses ("**Total First Year Compensation**") or \$TBD, whichever is greater ("**Professional Fee**"), for each Search listed in Section A. The Projected Total First Year Compensation for each Search is listed in Section A, and Client agrees to pay the Professional Fee based on the Projected Total First Year Compensation ("**Estimated Professional Fee**") for each Search in the following manner:
  - i. *Initial Payment: 50% due at signing (individual search confirmation forms)*
  - ii. *Second Payment: 25% due at candidate presentation / interviews*
  - iii. *Final Payment: Due at candidate's acceptance*

Upon a candidate signing an offer, if the actual Professional Fee exceeds the Estimated Professional Fee, AMN/BES will issue a final invoice to account for the difference ("**Reconciliation Invoice**"), and Client shall pay the Reconciliation Invoice.

2. Fixed Project Fee. Standard marketing and administrative fees of \$[REDACTED] reduced to \$[REDACTED] for each Search listed in Section A due at signing of this Executive Search Confirmation Form ("**Fixed Project Fee**").
3. Out-of-Pocket Expenses. AMN/BES's reasonable out-of-pocket expenses, including but not limited to AMN/BES's onsite visits and prospective candidate's travel expenses related to interview and selection, for each Search listed in Section A ("**Out-of-Pocket Expenses**").
4. Assessment Fees. (N/A).

**C. Special Terms (if applicable):**

**NOTE: Signature / Approval Block – Next Page**



**AGREED AND ACCEPTED:**

**Client**

**AMN/BES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**  
**Client Facilities**

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

**Exhibit C**  
**Client Requirements Table**

<b>Provider Credential Requirements</b>			
<b>Type</b>	<b>Requirement</b>	<b>Requirement Description</b>	<b>Divisions Applicable</b>
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.	Travel, Allied, Local, Locums, Interim Leadership, International, Revenue Cycle (Remote, Onsite)
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.	Travel, Allied, Local, International, Revenue Cycle (Remote, Onsite)
State and/or Federal	Other Regulatory Requirements	Human Resources, Employee Health, Education/Training as required by county/state/federal regulations for applicable practice settings.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	Background Check	Attestation for completion of 7-year search for SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP (Violent Sexual Offender Predatory) completed prior to first assignment with agency. Updated every 3 years thereafter. If break in service > 90 days must run counties listed during break in service.	Travel, Allied, Local, Interim Leadership, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	Background Check	Attestation for completion of 7-year search for SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP (Violent Sexual Offender Predatory) completed prior to first assignment with agency. Updated every 3 years thereafter.	Locums
Human Resources	Background Check	Attestation for completion of a thorough background check completed by the Department of Homeland Security (DHS) for all immigrant Visas issued. The DHS criminal check is accomplished through a review of the Police Clearance Report from their country of residence from the age of 16. This report shows all charges and convictions handled by the Police.	International

Human Resources	Background Check - DMV Check	Attestation for completion of 7-year Department of Motor Vehicle Check, prior to start of first assignment with agency, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency. If break in service > 90 days, must run counties listed during break in service.	Travel, Allied, Local, International
Human Resources	Background Check - DMV Check	Attestation for completion of 7-year Department of Motor Vehicle Check, prior to start of first assignment with agency, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency.	Locums
Human Resources	Board Certification	Primary source verification prior to first assignment, updated upon requalification.	Locums
Human Resources	Education Verification	Accept board certification. If not board certified, primary source verification of highest level of education prior to first assignment and upon requalification.	Locums
Human Resources	Education Verification for Non-Licensed Providers	A diploma, degree or transcripts is acceptable.	Travel, Allied, Local, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentially agreement, IT security facility access, and related policies and procedures.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	FACIS level 3	Attestation for completion of: Fraud and Abuse Control Information System which includes OIG, GSA, DEA, FDA, PHS, ORI, TRICARE, and OFAC-SDN data and Medicare Opt-out completed prior to first assignment with agency and upon requalification.	Locums
Employee Health	Drug Screening	Attestation for completion of Standard 10 panel drug screen prior to start of first assignment with agency, updated annually thereafter. If break in service > 90 days, retesting required.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Employee Health	Hepatitis B	Declination, 2 or 3 vaccine series (depending on manufacturer), or positive antibody titer. If negative titer, booster, or declination after titer.	Travel, Allied, Local, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite only)
Employee Health	COVID-19 Vaccine Status	1 or 2 vaccines depending on manufacture or an approved religious/medical exemption by agency on file prior to start of assignment.	Travel, Allied, Local, Locums, International, Non-Clinical, Revenue Cycle (Onsite only)
Employee Health	Influenza	Seasonal vaccine or declination updated annually.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite Only)

Employee Health	Measles, Mumps, Rubella, Varicella	2 vaccines or positive IGG titer. If negative titer booster or declination after titer.	Travel, Local, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite Only)
Employee Health	Statement of Good Health	Statement of good health or completed physical exam prior to first assignment with agency, if break in service > 90 days; then needs to be within the previous year.	Travel, Allied, Local, Locums, Interim Leadership, International, Revenue Cycle (Onsite Only)
Employee Health	Tdap	Vaccine required every 10 years or declination.	Travel, Allied, Local, International
Employee Health	Tuberculosis Screening	Annual negative TB skin test or QuantiFERON Gold or T-Spot. Must state negative results. If positive, must show proof of positive history, initial Chest x-ray and annual TB Questionnaire thereafter.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite Only)
Education	Basic Life Support (BLS)	Current Card from acceptable agency AHA (American Hospital Association), American Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI (American Safety & Health Institute). BLS is required for those Providers in an acute care setting, providing direct patient care.	Allied, Locums
Education	Basic Life Support (BLS)/Cardiopulmonary Resuscitation (CPR)	Current Card from acceptable agency (AHA, Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI). BLS is required for those Providers in a direct patient care position. CPR or Online cards accepted for LPNs, CNAs, and unlicensed Providers.	Travel, Local, International, Revenue Cycle (Onsite Only)
Education	Regulatory Education	Documentation of agency educational training to the requirements of OSHA and other regulatory agencies, completed annually.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Education	Specialty Certification	Facility or unit specific.	Travel, Allied, Local, Locums, International, Revenue Cycle (Remote, Onsite)

Any modifications to the Provider Credential Requirements will be agreed to in writing and will be effective for new Provider starts on a date agreed to between AMN and Client.

## Exhibit D

### ShiftWise End User License Agreement

ShiftWise, Inc. (“SHIFTWISE”) makes available to your legal business entity and its authorized users (“you”) the executable code versions of SHIFTWISE’s ShiftWise™ or ShiftWise Connect™ Vendor Management System (VMS) software, Internal Resource Pool (IRP) software, Staff Time Trax (STT) software, and/or VeriStaff software, and related documentation and derivative works, if any (the “SHIFTWISE PRODUCT(S)”), under the terms of this SHIFTWISE End User License Agreement (the “AGREEMENT”).

**BY ACCESSING AND/OR USING THE SHIFTWISE PRODUCT(S) OR CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ARE CONSENTING TO BE BOUND BY ITS TERMS.**

To the extent that SHIFTWISE provides you access to any updates or upgrades to the SHIFTWISE PRODUCTS, this AGREEMENT will also govern any such software updates or upgrades, except for any upgrades that are accompanied by a separate license in which case the terms of that license will govern.

**IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SHIFTWISE PRODUCT(S) OR ANY PART OF THE SHIFTWISE PRODUCT(S).**

#### 1. LICENSE GRANT AND LIMITATIONS

- a. **Grant.** SHIFTWISE grants to you a non-transferable and non-exclusive right and license to access the SHIFTWISE PRODUCT(S) from its servers and use the executable code version of the SHIFTWISE PRODUCT(S). No right is given to you or any third party to, and you shall not directly or indirectly, copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any SHIFTWISE software included in the SHIFTWISE PRODUCT(S) (including source and object code) or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the SHIFTWISE PRODUCT(S). You shall not allow any third party to access the SHIFTWISE PRODUCT(S) other than authorized users within your organization. You agree not to modify the SHIFTWISE PRODUCT(S) in any manner or form, or to use modified versions of the SHIFTWISE PRODUCT(S), including, without limitation, for the purpose of obtaining unauthorized access to the SHIFTWISE PRODUCT(S).
- b. **Limitations.** The software is licensed, not sold. All rights not expressly granted herein are reserved by SHIFTWISE. Further, you agree not to copy, market or distribute the SHIFTWISE PRODUCT(S).

#### 2. TERMINATION

- a. **Termination.** This Agreement is effective until terminated by SHIFTWISE upon written notice. SHIFTWISE may terminate this Agreement (i) immediately for a material breach of its terms that you fail to cure within thirty (30) days of your receipt of such notice, or (ii) upon termination of any services agreement between you and SHIFTWISE. Upon termination of the AGREEMENT, your right to use the SHIFTWISE PRODUCT(S) will terminate immediately and without notice, but all provisions of this AGREEMENT, except the license grant in Section 1, will survive termination and continue in effect.
- b. **Bankruptcy.** SHIFTWISE may also terminate this Agreement immediately by written notice to you if there occurs any assignment of your assets for the benefit of creditors, your dissolution, your voluntary act of bankruptcy, or any involuntary filing under any bankruptcy law against you which is not dismissed within thirty (30) days of filing.
- c. **Effect.** Upon expiration or termination of this Agreement for any reason:

- i. The license granted to you under this Agreement will become null and void.
- ii. All outstanding obligations or commitments of either party to pay amounts to the other party, if any, will become immediately due and payable.
- iii. You must destroy any back-up copies of the SHIFTWISE PRODUCT(S) in your possession.

### 3. **PROPRIETARY RIGHTS**

Except as expressly provided for in Section 1 of this Agreement, SHIFTWISE and/or its licensors retain any and all right, title and interest in and to the SHIFTWISE PRODUCT(S). This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of SHIFTWISE. You receive no rights to and will not sell, assign, lease, market, distribute, transfer, encumber or suffer to exist any lien or security interest on any SHIFTWISE PRODUCT(S), nor will you take any action that would cause any SHIFTWISE PRODUCT(S) to be placed in the public domain. You will not make any warranties with respect to any SHIFTWISE PRODUCT(S) beyond those made to you by SHIFTWISE under this AGREEMENT.

### 4. **CONFIDENTIAL INFORMATION**

a. **Definition.** “Confidential Information” means all confidential and proprietary information and data, regardless of the format in which it is provided, of either party or any third party, whether or not marked “confidential” or “proprietary” or specifically identified at the time of the disclosure as confidential or proprietary or which by its nature the receiving party knows or reasonably should know is confidential is Confidential Information. Information and data, whether written or oral, which is designated by the disclosing party as confidential shall be presumed Confidential Information by the receiving party. Confidential Information shall include without limitation, the disclosing party’s trade secrets, methodologies, business plans, data, cost and price data, marketing information, software, computer and telecommunications systems, memoranda, papers, letters, e-mail, notes, plans, documentation, records, and all copies thereof, relating to the existing or planned business or technology of the disclosing party, and any software in source code or object code form, processes, specifications, or data developed in connection with this Agreement. Both SHIFTWISE and you acknowledge and agree that any information and data that SHIFTWISE, you, or any third party inputs into the SHIFTWISE PRODUCT(S) or that is generated by the SHIFTWISE PRODUCT(S) is Confidential Information.

b. **General Nondisclosure Obligations.** The confidentiality provisions in any separate services agreement between the parties with respect to the SHIFTWISE PRODUCTS will govern the non-disclosure and use obligations of the parties with respect to Confidential Information. You agree that you will not use the SHIFTWISE PRODUCT(S) in a manner that would disclose Confidential Information to any third party in violation of your duty not to disclose such Confidential Information.

c. **Use of personnel profile information.** The obligations of this Section 4 shall in no way prohibit or restrict SHIFTWISE from disclosing or delivering any clinician’s profile information to that clinician to enable him or her access to his or her profile information to review, update, modify or supplement such information and communicate the same to hospitals and/or staffing suppliers to secure staff placements.

d. **Personal Health Information (“PHI”).** You agree that you will not provide PHI to SHIFTWISE nor will you enter PHI into any SHIFTWISE software or the SHIFTWISE PRODUCT(S). Unless otherwise agreed to by the parties, SHIFTWISE will not store and will not be asked to store, PHI, on any portable laptop, desktop computer, or other removable electronic media. “PHI” means protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto (collectively, “HIPAA”).

5. **DISCLAIMER OF WARRANTIES**

THE SHIFTWISE PRODUCT(S) IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SHIFTWISE FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SHIFTWISE DOES NOT WARRANT THAT THE SHIFTWISE PRODUCT(S) WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. SHIFTWISE'S LIABILITY FOR ANY CAUSE OF ACTION OR DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE SHIFTWISE PRODUCT(S) SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID TO SHIFTWISE OR BY YOU FOR USE OF THE SHIFTWISE PRODUCT(S).

6. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL SHIFTWISE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SHIFTWISE PRODUCT(S) INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION,) EVEN IF SHIFTWISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **GENERAL**

a. **Export.** This AGREEMENT is subject to all applicable export restrictions. You may not export or re-export the SHIFTWISE PRODUCT(S) to a national of a country that is prohibited under U.S. law without a license or a license exception from the U.S. Department of Commerce nor otherwise violate any provision of U.S. export laws.

b. **Government Use.** The SHIFTWISE PRODUCT(S) is a "commercial item" as that term is defined in 48 C.F.R. 2.101 consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202.1 through 227.7202.4, all U.S. Government end users acquire the SHIFTWISE PRODUCT(S) with only those rights set forth therein.

c. **Governing Law.** Unless otherwise agreed to in writing by SHIFTWISE and you, this AGREEMENT will be governed by the laws of the State of Texas, without regard to any conflicts of law rules or principles, and the federal and state courts for Dallas County, Texas shall have jurisdiction over any disputes, claims or controversies arising out of or related to this AGREEMENT, and you irrevocably waive any objection to the jurisdiction of such courts.

d. **Copyright.** The SHIFTWISE PRODUCT(S) are protected by the United States Copyright Law and International Treaties. Unauthorized reproduction and distribution is subject to civil and criminal penalties. © 2011 - 2019 - SHIFTWISE.

e. **Assignment and Binding Effect.** You may not assign this AGREEMENT or the license granted hereunder without the express written consent of the other party, other than in connection with an acquisition of all or substantially all of your business, stock or assets by merger, sale or otherwise, and any attempt to do so will be void.

f. **Notices.** Any notice required to be sent to a party under this AGREEMENT will be in writing, effective on receipt by that party, and will be sent by fax, first-class mail or personal delivery to the address provided to the other party.

g. **Waiver and Severability.** The waiver of one breach or default under this AGREEMENT will not constitute the waiver of any subsequent breach or default. Any provision of this AGREEMENT held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this AGREEMENT will continue in full force and effect.



- h. **Excusable Delays.** SHIFTWISE will not be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency and shortage of materials.
- i. **Construction and Complete Agreement.** If any provision of this AGREEMENT is held to be unenforceable, that provision will be enforced to the extent permitted by law, and the remaining provisions will remain in full force and effect. This AGREEMENT and any separate services agreement between the parties with respect to the SHIFTWISE PRODUCTS are the complete agreement between us with respect to the subject matter therein, and supersede any prior agreement, or understanding, whether oral or written, with respect to the subject matter therein. SHIFTWISE may make changes to this AGREEMENT from time to time, and shall provide you prior written notice of such changes. When such changes are made, SHIFTWISE will make a new copy of this Agreement available to you, via notice sent to your email address or via the online entry point for the SHIFTWISE PRODUCTS. You acknowledge and agree that to continue use of the SHIFTWISE PRODUCTS you will be required to accept such updated Agreement. In the event of a conflict between this AGREEMENT, or any updated version of this AGREEMENT, and any separate services agreement between the parties with respect to the SHIFTWISE PRODUCTS, the most current version of this AGREEMENT shall control.

**FIRST ADDENDUM TO MANAGED SERVICE PROVIDER AGREEMENT BY AND BETWEEN  
AMN HEALTHCARE, INC. AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

AMN Healthcare, Inc. ("AMN") and University Medical Center of Southern Nevada ("Client") entered into a Managed Service Provider Agreement as of May 16, 2023 (the "Agreement"). AMN and Client (collectively, "Parties") hereby enter into this First Addendum to that Agreement ("First Addendum") for the purpose of clarifying the terms of the Agreement. Effective as of the date of last signature below ("First Addendum Effective Date") the terms and conditions of the Agreement, as clarified below, shall apply.

**Recitals**

A. The Parties have an agreement or agreements (the "Underlying Agreement") which includes the "End User License Agreement" ("EULA"). Sections 2(a) ("Termination") and 7(c) ("Governing Law") provides for the termination provision and governing law to be modified in the EULA as agreed to in writing.

B. Each Party desires to enter into this Addendum to clarify Sections 2(a) and 7(c) of the EULA under the Underlying Agreement.

**Agreement**

In consideration of the Recitals, which are incorporated herein by reference, the Parties agree as follows:

- 1. Termination.** The Parties agree that the EULA can be terminated either by SHIFTWISE upon written notice or until the Managed Service Provider Agreement dated May 16, 2023 between AMN Healthcare, Inc. and University Medical Center of Southern Nevada is terminated.
- 2. Governing Law.** The Parties agree that the controlling governing law of the EULA shall be according to the laws of the State of Nevada, without regard to its conflict of law rules. The parties consent to jurisdiction only in the state or federal courts located in Clark County, Nevada for any action arising under the EULA.
- 3.** Except as modified herein, the Underlying Agreement shall remain in full force and effect in accordance with its terms and conditions. Unless the context so indicates otherwise, capitalized terms used herein shall have the meanings ascribed to them in the Underlying Agreement. In the event of a conflict between the terms of the Underlying Agreement and this First Addendum, the terms of this First Addendum shall prevail.

**IN WITNESS WHEREOF**, the parties have caused this First Addendum to be executed by their respective duly authorized representatives as of the dates set forth below.

**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

**AMN HEALTHCARE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 31</b>						
<b>Corporate/Business Entity Name:</b> AMN Healthcare, Inc.						
<b>(Include d.b.a., if applicable)</b> AMN						
<b>Street Address:</b>		8840 Cypress Waters Blvd, Suite 300		<b>Website:</b> amnhealthcare.com		
<b>City, State and Zip Code:</b>		Dallas, TX 75019		<b>POC Name:</b> Jay Schupp <b>Email:</b> jay.schupp@amnhealthcare.com		
<b>Telephone No:</b>		(866) 871-8519		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> (If different from above)		871 Coronado Center, Suite 234		<b>Website:</b> amnhealthcare.com		
<b>City, State and Zip Code:</b>		Henderson, NV 89052		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		N/A		<b>Local POC Name:</b> Jay Schupp <b>Email:</b> jay.schupp@amnhealthcare.com		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
DOUGLAS D. WHEAT	Chair, Board of Directors Executive Committee	
CARY GRACE	President and Chief Executive Executive Committee	
MARK G. FOLETTA	Chair, Audit Committee	
TERI G. FONTENOT	Audit Committee Corporate Governance & Compliance Committee	
R. JEFFREY HARRIS	Chair, Corporate Governance & Compliance Committee Compensation Committee Executive Committee	
DAPHNE E. JONES	Audit Committee Compensation Committee	
MARTHA H. MARSH	Chair, Compensation Committee	
SYLVIA TRENT-ADAMS	PhD, RN, FAAN Corporate Governance & Compliance Committee Compensation Committee	
JORGE A. CABALLERO	Audit Committee Corporate Governance & Compliance Committee	

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

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

☐ Yes ☐ No

(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

☐ Yes

☐ No

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

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

DocuSigned by:

John Rothwell



Signature

Print Name

SVP Sales, Enterprise & Strategic Solutions

4/13/2023

Title

Date