



**AGENCY AGREEMENT FOR PARAMEDIC TRAINING  
PROVIDED BY  
MOUNTAINVIEW HOSPITAL PARAMEDIC INSTITUTE**

This Agreement is effective as of this 1<sup>st</sup> day of November, 2024 (the “Effective Date”), by and between Sunrise MountainView Hospital, Inc. d/b/a MountainView Hospital Paramedic Institute (hereinafter referred to as “MVHPI”), and the city of Las Vegas acting by and through its Fire and Rescue Department (hereinafter referred to as “Participant”), with their principal place of business at 500 N. Casino Center Blvd, Las Vegas, NV 89101 (each, a “Party” hereto).

RECITALS:

WHEREAS, Participant operates its Las Vegas Fire & Rescue Department which provides fire and emergency services to the residents and visitors of the city of Las Vegas and employs Emergency Medical Technician (“EMT”) personnel who desire to obtain training for paramedic certification; and,

WHEREAS, MVHPI operates a paramedic certification training program and is willing to provide such training to Participant’s employees; and

WHEREAS, Participant desires to contract with MVHPI for such training on behalf of its employees (the “Trainees”).

NOW THEREFORE, the parties agree as follows:

**1. SCOPE OF SERVICES**

1.1. MVHPI will provide the faculty, training materials, facilities and clinical immersion to train Trainees as paramedics. The training program will meet applicable federal, state, and local requirements for certification as a paramedic. Each class will be taught by instructors qualified to provide such training. MVHPI agrees to provide Participant, upon request, with progress reports and final performance reports of the Trainees as outlined in the student handbook.

1.2. Dates of program participation for each Trainee shall be agreed upon by the parties hereto. The Participant agrees to give MVHPI a minimum of thirty (30) days written notice of the number of employees requesting to attend the program. MVHPI may waive this requirement as they see fit.

- 1.3. The Participant will select Trainees to participate in the MVHPI program. Trainees must meet all entrance requirements as outlined in the course handbook. The Participant shall ensure that each Trainee has passed a background check and drug screen prior to starting the program, as set forth in more detail in Sections 2.7 and 2.8 below. MVHPI will release to the Participant all Trainee progress reports and final performance reports. While this agreement is in effect, the Trainee shall remain the employee of the Participant at all time and for all purposes.
- 1.4. The number of Trainees accepted to the program from each Participant will be determined by an Advisory Committee established for MVHPI, subject to a cap on total number of trainees able to participate in a given cohort. This determination will be based on the current need and available resources. The number of Trainees will be divided as equally as possible between participating agencies for each cohort.

## **2. RESPONSIBILITIES OF PARTICIPANT**

- 2.1. Take proper action to support the removal of the Trainee from the program if, in the judgment of MVHPI, the action of the Trainee is detrimental to the cohort or a patient.
- 2.2. Provide proof of current licensure and or certification for all Trainees scheduled to attend the cohort and ensure that Trainee meets all entrance requirements as noted in the student handbook during the duration of the cohort.
- 2.3. Ensure that all Trainees are covered by a current health insurance policy and a current professional liability (malpractice) insurance policy. The Participant shall provide documentation of such coverage to MVPHI as part of the registration process. Such professional liability insurance coverage shall be in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Trainee, with insurance carriers or self-insurance programs approved by MVPHI and covering the acts and omissions of Trainee. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, Participant shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).
- 2.4. As between MVPHI and Participant, accept responsibility for any costs incurred by Trainees to meet MVPHI's entrance requirements for the program. (i.e. physicals or immunizations.)
- 2.5. Prior to a Trainee beginning the MVHPI program, Participant shall provide to MVPHI an Attestation in the form attached hereto as Attachment C attesting that

the Trainee has provided a complete copy of the following health records (Trainees will not be allowed to begin the cohort until all records are provided):

- 2.5.1. Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
- 2.5.2. Proof of Rubella and Rubeola immunity by positive antibody titers or two doses of MMR;
- 2.5.3. Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
- 2.5.4. Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
- 2.5.5. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

2.6. Prior to a Trainee beginning the MVPHI program, Participant shall provide to MVPHI an Attestation in the form attached hereto as Attachment C for each Trainee. If the background check discloses adverse information, in the discretion of MVPHI, about a Trainee, Participant shall immediately remove the Trainee from the Program. Participant further agrees to an annual compliance audit of background checks, if requested by MVPHI and approved by any Trainee pursuant to the Fair Credit Reporting Act (FCRA). This Attestation must be completed and submitted to MVPHI at least two weeks prior to the start of the program. The background check shall include, at a minimum, the following:

- A. Social Security Number Verification;
- B. Criminal Search (7 years or up to 5 criminal searches);
- C. Violent Sex Offender and Predator Registry Search;
- D. HHS/OIG List of Excluded Individuals;
- E. GSA List of Parties Excluded from Federal Programs;
- F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
- G. Applicable State Exclusion List, if available.

2.7. Participant will ensure that each Trainee obtains, prior to the cohort, a drug test acceptable to MVPHI, including, at a minimum, the following:

- 2.8.
- A. Substances tested prior to the cohort at MVPHI must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.
  - B. A Trainee may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Trainee has violated MVPHI's policies, and after any incident that involves injury or property damage.

MVPHI shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Trainee, MVPHI shall have no obligation to accept that

Trainee at MVPHI. To the extent that any Trainee violates the policy for drug or alcohol abuse after placement at MVPHI, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then MVPHI may immediately remove the Trainee from participation in the program at MVPHI.

- 2.9. Require each Trainee to be responsible for the following items:
  - 2.9.1. Follow all policies and procedures for the MVHPI program as noted in the student handbook.
  - 2.9.2. Maintain a high level of professionalism at all times during the didactic and clinical training.
- 2.10. Participant will and will advise Trainees to keep strictly confidential and hold in trust all non-public information of MVPHI or any of the facilities at which Trainees are placed for a cohort (each, a "Training Site"), including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of MVPHI and the Training Site, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after MVPHI and the Training Site are permitted an opportunity to minimize the potential harmful effects of such disclosure. Participant shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by federal or Nevada law or as authorized by MVPHI. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Trainees shall abide by the terms of Attachment B.
- 2.11. Submit fees as requested by the National Registry of Emergency Medical Technicians ("NREMT") for the Trainee's cost to sit for the written exam. Submit fees to the Southern Nevada Health District ("SNHD") for certification and licensure as a paramedic in Clark County Nevada.

### **3. RESPONSIBILITIES OF MVHPI**

- 3.1. Assume final responsibility for all didactic and clinical education. Ensure the proper staff is available to maintain educational standards that meet both state and national standards.
- 3.2. Prepare all didactic and clinical schedules to meet state and national standards with approval of MVHPI Medical Director.
- 3.3. Furnish all necessary clinical facilities required to ensure each Trainee has the opportunity to become proficient in the mandated skill sets required of a paramedic. Mandatory skills are noted in Attachment A of this agreement and mirror the

requirements of the SNHD Protocols. Attachment A will be kept in alignment with the SNHD Protocols.

- 3.4. MVHPI will advise the Participant of any changes in policies or procedures within a reasonable time prior to the changes taking effect.
- 3.5. Terminate any action provided by the Trainee to a patient, or other persons, when in the judgment of MVHPI staff that action is detrimental to those involved. If immediate removal of the Trainee is deemed necessary, MVHPI staff will remove the Trainee and immediately notify the Participant.

#### **4. COMPENSATION FOR SERVICES**

- 4.1. Participant shall pay to MVHPI the sum of Six Thousand Nine Hundred and Seventy Dollars (\$6,970.00) for each Trainee that enters the program. This fee covers the didactic and clinical experience. Fees for the NREMT written exam and SNHD Protocol exam and licensure are the responsibility of the Participant.
- 4.2. If a Trainee is removed from the program early, a pro-rated amount of the fee will be refunded to Participant as outlined in the student handbook and NRS Statute.
- 4.3. Invoices for each Trainee will be sent to the Participant one month prior to the start of the cohort.
- 4.4. Payment shall be made to MVHPI within thirty (30) days of invoice receipt.

#### **5. TERM OF AGREEMENT**

- 5.1. This Agreement shall commence on November 1, 2024 and continue in force for a period of three years, unless terminated earlier by either party as set forth in section 5.2.
- 5.2. Either party may terminate this Agreement, without cause, upon giving the other party sixty (60) days' prior written notice of intent to terminate. However, any Trainee who is actively participating in a cohort at the time of termination shall be allowed to complete the MVHPI program, and the terms of the Agreement shall continue to be applicable with respect to that Trainee until his or her program completion.

#### **6. MISCELLANEOUS**

- 6.1 Employment Relationship. Nothing in this Agreement shall be construed to create or imply an employment relationship between the staff of Participant or MVPHI. The participating teaching staff and administrators as well as student Participants

shall at all times be the employees or contractors of the respective entities of this Agreement.

- 6.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the authorized representative of each party hereto.
- 6.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Nevada.
- 6.4 Hold Harmless. To the extent permitted by applicable law and without waiving any defenses, Participant shall be responsible for the negligent acts of its employees and officers.
- 6.5 Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition, national origin, race, religion, sexual orientation, or any other class protected by law or regulation.
- 6.6 Third Party Liability / Interests. This Agreement is entered into for the exclusive benefit of the undersigned parties. It is not intended for the benefit of any person not named as a party to this Agreement; create any rights, powers or interest in any third party; or assume any special duty to provide for the safety of any person.
- 6.7 Waiver of Breach/ Severability. Any waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of state or federal regulations, said provision will be immediately or retroactively void but may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement shall remain in full force and effect.
- 6.8 No Exclusion. Participant hereby represents to MVPHI as of the Effective Date and warrants to MVPHI for the term of this Agreement that Participant and its Trainees: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the Participant, or a Trainee, being excluded from participation in the Federal health care programs.

6.9 HIPAA Requirements. the extent applicable to this Agreement, Participant agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". Participant further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Participant will and will cause Trainees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

6.10 No Requirement to Refer. Nothing in this Agreement requires or obligates Participant or a Trainee to cause the admittance of a patient to MountainView Hospital or to use MountainView Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

6.11 Notices. Any notice, invoice, payment, or delivery required under this Agreement must be submitted in writing and sent US Mail, postage prepaid, or by hand delivery, and directed to the appropriate party as follows:

MVPHI:

Attn: Program Director  
Sunrise MountainView Hospital, Inc. d/b/a  
MountainView Hospital Paramedic Institute  
3150 n. Tenaya Way Mo. 230  
Las Vegas, NV 89128

Participant:

Attn: Fire Chief  
Las Vegas Fire and Rescue  
500 North Casino Center Boulevard  
Las Vegas, NV 89101

6.12 Counterparts. This Agreement may be executed in multiple parts (by facsimile transmission, scan and electronic mail, or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

**SUNRISE MOUNTAINVIEW HOSPITAL, INC. D/B/A  
MOUNTAINVIEW HOSPITAL PARAMEDIC INSTITUTE**

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

Printed Name: HIRAL PATEL \_\_\_\_\_

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

Date: 11/21/2024 \_\_\_\_\_

**CITY OF LAS VEGAS**

By: \_\_\_\_\_  
Shelley Berkley, Mayor

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

Attest:

By: \_\_\_\_\_  
Dr. LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By:  \_\_\_\_\_  
John S. Ridilla, Assistant City Attorney

Date: 11/19/24 \_\_\_\_\_

## ATTACHMENT A

### PARAMEDIC RIDER

#### MVHPI CLINICAL TRAINING EXPERIENCE FOR PARAMEDIC TRAINEES

Under the supervision and direction of MVHPI Clinical mentors, a Trainee will be afforded the following clinical skill experiences:

1. Peripheral administration of intravenous crystalloid solutions;
2. Intraosseous infusion;
3. Endotracheal Intubation and Supra-glottic airway device placement;
4. Defibrillation and cardioversion;
5. Needle Cricothyroidotomy;
6. Needle thoracentesis / Needle Decompression;
7. Drawing blood specimens for medical analysis;
8. Administration of drugs listed on the Health District Paramedic Drug Inventory

A Trainee is to perform only those skills/ interventions that are approved by the Southern Nevada Health District Procedure and Protocol Manual.

## ATTACHMENT B

### Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

#### General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.

3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion
4. in accordance with its policies.

#### Patient Information

5. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).
6. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
7. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

#### Protecting Confidential Information

8. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
9. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
10. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
11. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
12. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
13. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race,

religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

#### Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

#### Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
  - a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
  - b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
  - c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
  - d. use tools or techniques to break, circumvent or exploit security measures;
  - e. connect unauthorized systems or devices to the Company network; or
  - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO),

Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:

- a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
- b. I suspect media with Confidential Information has been lost or stolen;
- c. I suspect a virus or malware infection on any system;
- d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
- e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

#### Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
  - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
  - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:



## EXHIBIT C

### MVHPI ATTESTATION FORM

On behalf of \_\_\_\_\_ [Name of Participant], I acknowledge and attest to MountainView Hospital Paramedic Institute (“MVPHI”) that we own, and have in our possession, a background investigation report, a current health record, and a negative 10-panel drug screen as listed below. The drug screen should be completed not more than 60 days prior to the start of an MVHPI cohort.

#### Satisfactory Background Investigation

Such background investigation is satisfactory in that it:

- Verifies the Subject’s Social Security Number.
- Does not reveal any criminal activity.
- Confirms the individual is not on either the GSA or OIG exclusion lists.
- Confirms the individual is not on a State exclusion list.
- Confirms the individual is not listed as a violent sexual offender.
- Confirms this individual is not in the U.S. Treasury Department’s Office of Foreign Assets Control list of Specially Designation Nationals.
- No other aspect of the investigation required by MVPHI reveals information of concern.

#### Current Health Record

- Negative Tuberculin skin test performed within the past twelve months; if documented as a positive reactor, a negative chest x-ray is required to show no active disease process.
- Proof of Rubella and Rubeola immunity by positive antibody titers or two doses of MMR.
- Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization.
- Proof of Influenza vaccination during flu season, October 1 to March 31, (or as designated by the CDC), or a signed Declination Form.
- Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

**10-Panel Drug Screen**

Proof of negative 10-panel drug screen completed within 60 days of the next MVHPI cohort.

**Identified Individual Subject to the background investigation, current health record, and current drug screen:**

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **M.I.** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Social Security Number:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Organization assuming responsibility for providing background investigation, current health record and current drug screen:**

**Organization:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

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