



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH     **DATE:** June 28, 2018

**RE:** *Approval of Interlocal Memorandum of Understanding Between Southern Nevada Health District and University Medical Center Wellness Center*

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**PETITION #23-18**

**That the Southern Nevada District Board of Health** *approve the Interlocal Memorandum of Understanding Between Southern Nevada Health District and University Medical Center Wellness Center.*

**PETITIONERS:**

**Fermin Leguen, MD, MPH, Director of Clinical Services** *FL*  
**Andrew J. Glass, FACHE, MS, Director of Administration** *AG*  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** *JI*

**DISCUSSION:**

This Memorandum of Understanding (MOU) renews a collaborative effort between Southern Nevada Health District (SNHD) and University Medical Center Wellness Center (UMCWC) to make Ryan White HIV/AIDS care and supportive services available to patients, with the goal of improved patient outcomes. Non-exclusive referrals for medical and supportive services will be made between SNHD and UMCWC. The amendment updates the current MOU to include community health worker support and partner services, as appropriate and available, provided by SNHD to UMCWC.

**FUNDING:**

There is no funding required.



**INTERLOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
UNIVERSITY MEDICAL CENTER WELLNESS CENTER  
C1800147**

This Interlocal Memorandum of Understanding (“MOU”) is entered into between the Southern Nevada Health District (“Health District”), and University Medical Center Wellness Center (“UMC Wellness”) (individually “Party” and collectively “Parties”).

**RECITALS**

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439, and has jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, UMC Wellness serves as the center for HIV/AIDS clinical research for the Clark County area and cares for people living with HIV/AIDS and their families regardless of age or ability to pay; and

WHEREAS, with the execution of this MOU, the Parties intend to set forth their respective responsibilities concerning the cooperative working relationship.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1) **PURPOSE**

1.01 The purpose of this MOU is to establish a collaborative effort between the Parties to make supportive Ryan White services to HIV/AIDS available to patients, and to comply with the intent and requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009), with the desired result of improved patient outcomes. This document identifies the roles of each Party as they relate to the delivery of these services.

2) **AUTHORITY**

2.01 Nothing in this MOU is intended to lessen the responsibility or restrict the authority of the Health District or UMC Wellness to act as provided by law or regulation.

2.02 NRS 277.180 authorizes public entities to contract with one or more other public agencies to perform any governmental service activity or undertaking which any of the public agencies entering into the contract is authorized to perform.

2.03 Each Party shall continue under the control of its respective officers and boards of directors or trustees, and each shall remain solely responsible in all respects for the management of its own affairs.

**3) SCOPE / PARTY AGREEMENT**

**3.01 Health District agrees to:**

- (a) Maintain a physical presence at UMC Wellness a minimum of one (1) day each week to meet with clients.
- (b) Refer new and existing Health District clients, on a non-exclusive basis, to UMC Wellness, as medically necessary and appropriate, for medical, dental, vision, and psychiatric appointments.
- (c) Make UMC Wellness program brochures/information available to current clients who qualify for medical and/or supportive services.
- (d) Share and maximize resources, based upon best practices of organizations that typically offer the same or similar services to low-income individuals.
- (e) Provide case management and community health worker patient support, partner services, or other services as appropriate and available.

**3.02 UMC Wellness agrees to:**

- (a) Provide appropriate space for a minimum of one (1) day each week to meet clinic needs and meet with clients.
- (b) Refer new and existing UMC Wellness clients, on a non-exclusive basis, as medically necessary and appropriate to Health District for HIV case management, community health worker patient support, partner services, or other needed services.
- (c) Continue twice monthly meetings with Health District case management staff to discuss quality management.
- (d) Share and maximize resources, based upon best practices of organizations that typically offer the same or similar services to low-income individuals.
- (e) Collaborate with Health District to get eligible clients enrolled in the Ryan White Program.

**4) INCORPORATED DOCUMENTS**

The following document is attached, incorporated into, and specifically made a part of this Agreement:

Attachment A: Business Associates Agreement

**5) REFERRAL DISCLAIMER AND STATEMENT OF ELIGIBILITY**

**5.01** The Parties acknowledge that the payment or receipt of any remuneration, direct or indirect, to induce the referral of a patient or for the purpose of purchasing either goods or services reimbursable under the federal Medicare or state Medicaid programs is prohibited. No provision of this Agreement is intended to, nor shall it be construed as requiring any Party hereto to refer any patient to any other Party hereto nor shall any payment contemplated hereunder be contingent or conditioned upon nor measured by the referral by any Party of patients, or for the purchase of services or goods, to any of the other Parties hereto; it being expressly provided that no purpose of this Agreement is to induce referrals or health care business.

**5.02** The Parties further acknowledge that all patients have the right of freedom of choice to choose a vendor for services, including medical services from private physicians, and the Parties shall take such reasonable steps as may be necessary and appropriate

to ensure such freedom of choice, including advising the patient as to the availability of such services from other sources in the community and conforming to all requirements of law.

5.03 UMC Wellness states that, to the best of its knowledge, it and any of its employees/contractors is/are not (a) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and (b) has/have not been convicted of a criminal offense that falls within the ambit of 42 USC Section 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

6) **EFFECTIVE AND ENDING DATES**

The Effective Date of this MOU is June 1, 2018. This MOU shall be effective through May 31, 2023, unless otherwise terminated as provided in Paragraph 7 below.

7) **TERMINATION**

This MOU may be terminated by either Party with or without cause with thirty (30) days' prior written notice to the other Party.

8) **MUTUAL COOPERATION**

8.01 The Parties agree to cooperate and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of this MOU.

8.02 The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this MOU.

9) **EXPENSES**

Each Party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU.

10) **NOTICES**

All notices, permitted or required under this MOU, shall be made by overnight delivery, or via U.S. certified mail, postage prepaid, to the other Party at their address set out below:

SOUTHERN NEVADA  
HEALTH DISTRICT  
Financial Services Department  
280 S. Decatur Blvd  
Las Vegas, NV 89107

UNIVERSITY MEDICAL CENTER  
WELLNESS CENTER  
Nancy Garay  
702 Shadow Lane  
Las Vegas, NV 89106

11) **GENERAL PROVISIONS**

11.01 **ASSIGNMENT.** Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this MOU without the prior written consent of the other Party.

11.02 **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this MOU on behalf of each Party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the services contemplated herein.

- 11.03 **EXCLUSIVITY.** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third-parties.
- 11.04 **PUBLIC RECORDS.** Pursuant to NRS Chapter 239, information or documents, including this MOU, and any other documents generated incidental thereto may be opened by Parties to public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 11.05 **SEVERABILITY.** If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.
- 11.06 **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this MOU or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 11.07 **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626
- 11.08 **NO PRIVATE RIGHT CREATED.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties determining and performing their obligations under this MOU.
- 11.09 **INDEPENDENT ENTITIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this MOU. The Parties are independent public entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- 11.10 **GOVERNING LAW.** This MOU and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada, as the exclusive venue of any action or proceeding related to or arising out of this MOU.
- 11.11 **CONFIDENTIALITY.** To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute a Business Associate Agreement, attached hereto as Attachment A.
- 11.12 **AMENDMENTS OR MODIFICATIONS.** Amendments or modifications of the provisions of this MOU shall only be valid when they have been reduced to writing and duly signed by both Parties.
- 11.13 **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity.

11.14 NON- DISCRIMINATION. As an Equal Opportunity Employer, Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, gender identity or expression. Parties likewise agrees that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

11.15 EXECUTION IN COUNTERPARTS. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOU.

SOUTHERN NEVADA HEALTH DISTRICT

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

By: \_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

By: \_\_\_\_\_  
Mason VanHouweling  
UMC Chief Executive Officer

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

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

ATTACHMENT A  
BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
UNIVERSITY MEDICAL CENTER WELLNESS CENTER

This Business Associate Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of June, 2018, between the Southern Nevada Health District (“Covered Entity”) and University Medical Center Wellness Center (“Business Associate”), (individually “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreement(s) are detailed below and are hereinafter referred to as “Service Agreement(s),” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreement(s), Business Associate may have access to, use, and/or disclose Protected Health Information (PHI) (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement.

NOW, THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any PHI received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

**1) AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT**

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

Interlocal Memorandum of Understanding between Southern Nevada Health District  
and University Medical Center Wellness Center (C1800147)

**2) DEFINITIONS**

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- a) “Breach” means the acquisition, access, use, or disclosure of PHI in a manner that is not permitted under the privacy regulations which compromises the security or privacy of the

PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.

- b) “Protected Health Information” means individually identifiable health information including, without limitation, all data, documentation, demographic, medical and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation “Electronic Protected Health Information” as defined below.
- c) “Electronic Protected Health Information” (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- d) “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- e) “Required by Law” has the same meaning as the term “required by law” in 45 CFR § 164.103.
- f) “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

### 3) BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

Business Associate acknowledges and agrees:

- a) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- b) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- c) In case of any conflict between this Agreement and the Service Agreement(s), this Agreement shall govern.
- d) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- e) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- f) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- g) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- h) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- i) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a



valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed “marketing” under the HIPAA Rules.

#### 4) BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- a) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- b) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity’s ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- c) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- d) In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.
- e) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity’s breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
  - (i) A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - (ii) Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- f) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- g) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid, to Covered Entity at the address set forth below:

Andrew J. Glass  
Director of Administration and Privacy Officer  
280 S. Decatur Blvd.  
Las Vegas, NV 89107

## 5) BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- a) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- c) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware of, including breaches of unsecured PHI.
- d) Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

## 6) SPECIFIC USE AND DISCLOSURES

- a) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- b) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, 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.
- c) At Covered Entity's Request, Business Associate agrees:
  - (i) To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
  - (ii) Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

## 7) TERMINATION

- a) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- b) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
  - (i) give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
  - (ii) terminate this Agreement and the Service Agreement(s) immediately.
- c) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon

such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.

- d) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
  - (i) If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
  - (ii) Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
  - (iii) If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

## 8) MISCELLANEOUS

- a) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- b) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- c) 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.
- d) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- e) 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.
- f) The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- g) This Agreement will be governed by the laws of the State of Nevada.
- h) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- i) Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- j) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.

- k) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- l) 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.
- m) This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.
- n) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

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

**COVERED ENTITY**  
**SOUTHERN NEVADA HEALTH DISTRICT**

**BUSINESS ASSOCIATE**  
**UNIVERSITY MEDICAL CENTER**  
**WELLNESS CENTER**

By: \_\_\_\_\_  
 Name: Andrew J. Glass, FACHE, MS  
 Title: Director of Administration  
  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Mason VanHouweling  
 Title: UMC Chief Executive Officer  
  
 Date: \_\_\_\_\_